

1. SALE AND PURCHASE:

1 _____ ("**Seller**").
2 and _____ ("**Buyer**").
3 agree to sell and buy on the terms and conditions specified below the property described as:

4 Address: _____
5 County: _____ Tax ID No: _____
6 Legal Description:
7 _____
8 _____
9 _____

10 together with all existing improvements and attached items, including fixtures, built-in furnishings, major appliances (including
11 but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s), _____ (#) ceiling fans (if left blank, all ceiling
12 fans), light fixtures, attached wall-to-wall carpeting, rods, draperies and other window treatments as of Effective Date. The only
13 other items included in the purchase are:
14 _____
15 _____

16 The following attached items are excluded from the purchase: _____
17 _____

18 The real and personal property described above as included in the purchase is referred to as the "Property." Personal property
19 listed in this Contract is included in the purchase price, has no contributory value and is being left for **Seller's** convenience.

PRICE AND FINANCING

21 **2. PURCHASE PRICE:** \$ _____ payable by **Buyer** in U.S. currency as follows:
22 (a) \$ _____ Deposit received (checks are subject to clearance) on _____
23 by _____ for delivery to The Closing Company Title & Escrow
24 *Signature* _____ Name of Company ("Escrow Agent")
25 (Address of Escrow Agent) 9425 Sunset Drive, Suite 124, Miami, Florida 33173
26 (Phone # of Escrow Agent) 305-271-0100 fax 305-271-8166 closings@theclosingcompany.net
27 (b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____
28 or _____ days from Effective Date. (10 days if left blank)
29 (c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
30 (d) \$ _____ Other: _____
31 (e) \$ _____ Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds
32 paid at closing must be paid by locally drawn cashier's check, official bank check, or wired funds.

33 **3. FINANCING:** (Check as applicable) (a) **Buyer** will pay cash for the Property with no financing contingency.
34 (b) **Buyer** will apply for new conventional FHA VA financing specified in paragraph 2(c) at the prevailing
35 interest rate and loan costs based on **Buyer's** creditworthiness (the "Financing") within _____ days from Effective Date (5
36 days if left blank) and provide **Seller** with either a written Financing commitment or approval letter ("Commitment") or written
37 notice that **Buyer** is unable to obtain a Commitment within _____ days from Effective Date (the earlier of 30 days after the
38 Effective Date or 5 days prior to Closing Date if left blank) ("Commitment Period"). **Buyer** will keep **Seller** and Broker fully
39 informed about loan application status, progress and Commitment issues and authorizes the mortgage broker and lender to
40 disclose all such information to **Seller** and Broker. If, after using diligence and good faith, **Buyer** is unable to provide the
41 Commitment and provides **Seller** with written notice that **Buyer** is unable to obtain a Commitment within the Commitment
42 Period, either party may cancel this Contract and **Buyer's** deposit will be refunded. **Buyer's** failure to provide **Seller** with
43 written notice that **Buyer** is unable to obtain a Commitment within the Commitment Period will result in forfeiture of **Buyer's**
44 deposit(s). Once **Buyer** provides the Commitment to Seller, the financing contingency is waived and **Seller** will be entitled
45 to retain the deposits if the transaction does not close by the Closing Date unless (1) the Property appraises below the
46 purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, (2) the property
47 related conditions of the Commitment have not been met (except when such conditions are waived by other provisions of
48 this Contract), or (3) another provision of this Contract provides for cancellation.

CLOSING

50 **4. CLOSING DATE; OCCUPANCY:** Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other
51 provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, inspection and
52 financing periods. This Contract will be closed on _____
53 _____ ("Closing Date") at the time established by the closing
54 agent, by which time **Seller** will (a) have removed all personal items and trash from the Property and swept the Property clean
55 and (b) deliver the deed, occupancy and possession, along with all keys, garage door openers and access codes, to **Buyer**. If
56 on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance
57 suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title
58 evidence, surveys, association documents and other items.

59 **Buyer** (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.
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60 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted
61 by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and
62 recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** and brokerage fees to Broker
63 as per Paragraph 19. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

64 **(a) Seller Costs:**

65 Taxes and surtaxes on the deed
66 Recording fees for documents needed to cure title
67 Other: _____

68 **Seller** will pay up to \$_____ or _____% (1.5% if left blank) of the purchase price for repairs to
69 warranted items ("**Repair Limit**"); and up to \$_____ or _____% (1.5% if left blank) of the purchase
70 price for wood-destroying organism treatment and repairs ("**WDO Repair Limit**"); and up to \$_____ or
71 _____% (1.5% if left blank) of the purchase price for costs associated with closing out open permits and
72 obtaining required permits for unpermitted existing improvements ("**Permit Limit**").

73 **(b) Buyer Costs:**

74 Taxes and recording fees on notes and mortgages
75 Recording fees on the deed and financing statements
76 Loan expenses
77 Lender's title policy
78 Inspections
79 Survey
80 Flood insurance, homeowner insurance, hazard insurance
81 Other: _____

82 **(c) Title Evidence and Insurance: Check (1) or (2):**

- 83 **(1)** The title evidence will be a Paragraph 10(a)(1) owner's title insurance commitment. **Seller** will select the title
84 agent and will pay for the owner's title policy, search, examination and related charges or **Buyer** will select the title
85 agent and pay for the owner's title policy, search, examination and related charges or **Buyer** will select the title agent
86 and **Seller** will pay for the owner's title policy, search, examination and related charges.
87 **(2)** **Seller** will provide an abstract as specified in Paragraph 10(a)(2) as title evidence. **Seller** **Buyer** will pay
88 for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax
89 search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and
90 closing fees.

91 **(d) Prorations:** The following items will be made current (if applicable) and prorated as of the day before Closing Date: real
92 estate taxes, interest, bonds, assessments, association fees, insurance, rents and other current expenses and revenues of the
93 Property. If taxes and assessments for the current year cannot be determined, taxes shall be prorated on the basis of taxes for
94 the preceding year as of the day before Closing Date and shall be computed and readjusted when the current taxes are
95 determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by
96 January 1 of the year of the Closing Date, which improvements were not in existence on January 1 of the prior year, taxes shall
97 be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties prior to Closing
98 Date, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration
99 available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment prior to
100 Closing Date, **Buyer** and **Seller** will split the cost of a private appraiser to perform an assessment prior to Closing Date.
101 Nothing in this paragraph shall act to extend the Closing Date. This provision shall survive closing.

102 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full
103 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the
104 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and
105 **Buyer** will pay all other amounts. If special assessments may be paid in installments **Buyer** **Seller** (if left blank,
106 **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time
107 of closing. Public body does not include a Homeowner Association or Condominium Association.

108 **(f) Tax Withholding:** **Buyer** and **Seller** will comply with the Foreign Investment in Real Property Tax Act, which may require
109 **Seller** to provide additional cash at closing if **Seller** is a "foreign person" as defined by federal law.

110 **(g) Home Warranty:** **Buyer** **Seller** **N/A** will pay for a home warranty plan issued by
111 _____ at a cost not to exceed \$_____. A
112 home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances
113 in the event of breakdown due to normal wear and tear during the agreement period.

114 **PROPERTY CONDITION**

115 **6. INSPECTION PERIODS:** **Buyer** will complete the inspections referenced in Paragraphs 7 and 8(a)(2) by
116 _____ (the earlier of 10 days after the Effective Date or 5 days prior to Closing Date if
117 left blank) ("**Inspection Period**"); the wood-destroying organism inspection by _____
118 (at least 5 days prior to closing, if left blank); and the walk-through inspection on the day before Closing Date or any other time
119 agreeable to the parties; and the survey referenced in Paragraph 10(c) by _____ (at
120 least 5 days prior to closing if left blank).

121 **Buyer** (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

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122 **7. REAL PROPERTY DISCLOSURES:** **Seller** represents that **Seller** does not know of any facts that materially affect the value
123 of the Property, including but not limited to violations of governmental laws, rules and regulations, other than those that **Buyer**
124 can readily observe or that are known by or have been disclosed to **Buyer**.

125 **(a) Energy Efficiency:** **Buyer** acknowledges receipt of the energy-efficiency information brochure required by Section
126 553.996, *Florida Statutes*.

127 **(b) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
128 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
129 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
130 from your county public health unit. **Buyer** may, within the Inspection Period, have an appropriately licensed person test the
131 Property for radon. If the radon level exceeds acceptable EPA standards, **Seller** may choose to reduce the radon level to an
132 acceptable EPA level, failing which either party may cancel this Contract.

133 **(c) Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood
134 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding
135 in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area **and** the buildings are
136 built below the minimum flood elevation, **Buyer** may cancel this Contract by delivering written notice to **Seller** within 20 days
137 from Effective Date, failing which **Buyer** accepts the existing elevation of the buildings and zone designation of the Property.

138 **(d) Homeowners' Association:** If membership in a homeowners' association is mandatory, an association disclosure
139 summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER**
140 **HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

141 **(e) PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY**
142 **TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR**
143 **SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS**
144 **REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY**
145 **QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER**
146 **INFORMATION.**

147 **(f) Mold:** Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to
148 susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

149 **(g) Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as
150 defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law
151 delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased
152 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation
153 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine
154 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether
155 there are significant erosion conditions associated with the shoreline of the Property being purchased.

156 **Buyer** waives the right to receive a CCCL affidavit or survey.

157 **8. MAINTENANCE, INSPECTIONS AND REPAIR:** **Seller** will keep the Property in the same condition from Effective Date until
158 closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. **Seller** will provide
159 access and utilities for **Buyer's** inspections. **Buyer** will repair all damages to the Property resulting from the inspections, return
160 the Property to its pre-inspection condition and provide **Seller** with paid receipts for all work done on Property upon its
161 completion. If **Seller** is unable to complete required repairs or treatments or meet the Maintenance Requirement prior to closing,
162 **Seller** will give **Buyer** a credit at closing for the cost of the repairs and maintenance **Seller** was obligated to perform. At closing,
163 **Seller** will assign all assignable repair and treatment contracts to **Buyer** and provide **Buyer** with paid receipts for all work done
164 on the Property pursuant to the terms of this Contract. At closing, **Seller** will provide **Buyer** with any written documentation that
165 all open permits have been closed out and that **Seller** has obtained required permits for improvements to the Property.

166 **(a) Warranty, Inspections and Repair:**

167 **(1) Warranty:** **Seller** warrants that non-leased major appliances and heating, cooling, mechanical, electrical, security,
168 sprinkler, septic and plumbing systems, seawall, dock and pool equipment, if any, are and will be maintained in working
169 condition until closing; that the structures (including roofs, doors and windows) and pool, if any, are structurally sound and
170 watertight; and that torn or missing screens and missing roof tiles will be repaired or replaced. **Seller** warrants that all open
171 permits will be closed out and that **Seller** will obtain any required permits for improvements to the Property prior to Closing
172 Date. **Seller** does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from
173 a defect in a warranted item. **Seller** is not obligated to bring any item into compliance with existing building code
174 regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the
175 item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working
176 condition of the item, including pitted marcite; tears, worn spots and discoloration of floor coverings/wallpapers/window
177 treatments; nail holes, scratches, dents, scrapes, chips and caulking in bathroom ceiling/walls/flooring/tile/fixtures/mirrors;
178 cracked roof tiles; curling or worn shingles; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage
179 and patio floors.

180 **(2) Professional Inspection:** **Buyer** may, at **Buyer's** expense, have warranted items inspected by a person who
181 specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida
182 license to repair and maintain the items inspected ("professional inspector"). **Buyer** must, within 5 days from the end of the
183 Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of
184 inspector's written report dealing with such items to **Seller**. If **Buyer** fails to deliver timely written notice, **Buyer** waives
185 **Seller's** warranty and accepts the items listed in subparagraph (a) in their "as is" conditions, except that **Seller** must meet
186 the maintenance requirement.

187 **Buyer** (_____) (_____) **and Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

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188 **(3) Repair:** Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into
189 the condition warranted, up to the Repair Limit. Seller may, within 5 days from receipt of Buyer's notice of items that are
190 not in the condition warranted, have a second inspection made by a professional inspector and will report repair estimates
191 to Buyer. If the first and second inspection reports differ and the parties cannot resolve the differences, Buyer and Seller
192 together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the
193 cost to repair warranted items equals or is less than the Repair Limit, Seller will have the repairs made in a workmanlike
194 manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party
195 may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to
196 Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

197 **(4) Permits:** Seller shall close out any open permits and remedy any violation of any governmental entity, including but not
198 limited to, obtaining any required permits for improvements to the Property, up to the Permit Limit, and with final
199 inspections completed no later than 5 days prior to Closing Date. If final inspections cannot be performed due to delays by
200 the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which,
201 either party may cancel this Contract and Buyer's deposit shall be refunded. If the cost to close out open permits or to
202 remedy any violation of any governmental entity exceeds the Permit Limit, either party may cancel the Contract unless
203 either party pays the excess or Buyer accepts the Property in its "as is" condition and Seller credits Buyer at closing the
204 amount of the Permit Limit.

205 **(b) Wood-Destroying Organisms:** "Wood-destroying organism" means arthropod or plant life, including termites, powder-
206 post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding
207 fences. Buyer may, at Buyer's expense, have the Property inspected by a Florida-licensed pest control business to
208 determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the
209 inspector finds evidence of infestation or damage, Buyer will deliver a copy of the inspector's written report to Seller within 5
210 days from the date of the inspection. If Seller previously treated the Property for the type of wood-destroying organisms
211 found, Seller does not have to treat the Property again if (i) there is no visible live infestation, and (ii) Seller transfers to Buyer
212 at closing a current full treatment warranty for the type of wood-destroying organisms found. Otherwise, Seller will have 5
213 days from receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor
214 and corrective treatment estimated by a licensed pest control business. Seller will have treatments and repairs made by an
215 appropriately licensed person at Seller's expense up to the WDO Repair Limit. If the cost to treat and repair the Property
216 exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written
217 notice to the other. If Buyer fails to timely deliver the inspector's written report, Buyer accepts the Property "as is" with regard
218 to wood-destroying organism infestation and damage, subject to the maintenance requirement.

219 **(c) Walk-through Inspection/Reinspection:** Buyer, and/or Buyer's representative, may walk through the Property solely to
220 verify that Seller has made repairs required by this Contract, has met the Maintenance Requirement and has met contractual
221 obligations. If Buyer, and/or Buyer's representative, fails to conduct this inspection, Seller's repair obligations and
222 Maintenance Requirement will be deemed fulfilled.

223 **9. RISK OF LOSS:** If any portion of the Property is damaged by fire or other casualty before closing and can be restored by the
224 Closing Date or within 45 days after the Closing Date to substantially the same condition as it was on Effective Date, Seller, will,
225 at Seller's expense, restore the Property and deliver written notice to Buyer that Seller has completed the restoration, and the
226 parties will close the transaction on the later of: (1) Closing Date; or, (2) 10 days after Buyer's receipt of Seller's notice. Seller
227 will not be obligated to replace trees. If the restoration cannot be completed in time, Buyer may cancel this Contract and Buyer's
228 deposit shall be refunded, or Buyer may accept the Property "as is", and Seller will credit the deductible and assign the
229 insurance proceeds, if any, to Buyer at closing in such amounts as are (i) attributable to the Property and (ii) not yet expended
230 in restoring the Property to the same condition as it was on Effective Date.

231 **10. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or
232 guardian deed as appropriate to Seller's status.

233 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in
234 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which
235 prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and
236 government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Buyer
237 will assume; and encumbrances that Seller will discharge at or before closing. Seller will, at least 2 days prior to closing,
238 deliver to Buyer Seller's choice of one of the following types of title evidence, which must be generally accepted in the county
239 where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use option (1) in Palm Beach County
240 and option (2) in Miami-Dade County.

241 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and
242 subject only to title exceptions set forth in this Contract.

243 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
244 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
245 Property recorded in the public records of the county where the Property is located and certified to Effective Date. However,
246 if such an abstract is not available to Seller, then a **prior owner's title policy** acceptable to the proposed insurer as a base
247 for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format acceptable to
248 Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent, together with copies of
249 all documents recited in the prior policy and in the update. If a prior policy is not available to Seller then (1) above will be
250 the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

251 Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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252 **(b) Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of
253 title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days from
254 receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects
255 within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date
256 or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects
257 within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's
258 notice, either cancel this Contract or accept title with existing defects and close the transaction.
259 **(c) Survey:** Buyer may, at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days
260 from receipt of survey but no later than closing, of any encroachments on the Property, encroachments by the Property's
261 improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in
262 the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with subparagraph
263 (b) above.

264 **MISCELLANEOUS**

265 **11. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

266 **(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and
267 delivers the final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**
268 **(b) Time:** All time periods will be computed in business days (a "business day" is every calendar day except Saturday,
269 Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal holiday, performance will be
270 due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is
271 located) of the appropriate day.
272 **(c) Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each
273 other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an
274 act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual
275 transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and
276 which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time
277 periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is
278 in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph,
279 either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.
280

281 **12. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or
282 electronic media. Except for the notices required by Paragraph 3 of this Contract, Buyer's failure to deliver timely written notice
283 to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void
284 and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by
285 an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.

286 **13. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. **Except for brokerage**
287 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**
288 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
289 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically
290 or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted
291 in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or
292 unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in
293 performing all obligations under this Contract. This Contract will not be recorded in any public records.

294 **14. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms
295 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
296 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

297 **DEFAULT AND DISPUTE RESOLUTION**

298 **15. DEFAULT:** **(a) Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent
299 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without
300 waiving the right to seek damages or to seek specific performance as per Paragraph 16. Seller will also be liable to Broker for
301 the full amount of the brokerage fee. **(b) Buyer Default:** If Buyer fails to perform this Contract within the time specified,
302 including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as
303 liquidated damages or to seek specific performance as per Paragraph 16; and Broker will, upon demand, receive 50% of all
deposits paid and agreed to be paid (to be split equally among Broker) up to the full amount of the brokerage fee.

305 **16. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims and other matters in
306 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

307 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from
308 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will
309 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
310 Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's
311 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the
312 escrow dispute through mediation, arbitration, interpleader or an escrow disbursement order, if the broker so chooses,
313 applies to brokers only and does not apply to title companies, attorneys or other escrow companies.

314 **(b) All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve
315 the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the
316 county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in
317 this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual
318 authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil
319 Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee or firm named
320 in Paragraph 19 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the
321 proceeding. This clause will survive closing.

322 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
323 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
324 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
325 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
326 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
327 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.
328 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
329 arbitrators' fees and administrative fees of arbitration.

330 ESCROW AGENT AND BROKER

331 **17. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow
332 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this
333 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
334 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract
335 or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and
336 costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent
337 and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so
338 long as Escrow Agent consents to arbitrate.

339 **18. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations
340 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
341 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect
342 of property lying partially or totally seaward of the coastal construction control line, etc.) and for tax, property condition,
343 environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all
344 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to
345 rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition,
346 square footage and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and
347 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and
348 employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations.
349 Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for
350 loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's
351 performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as
352 amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any
353 vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and
354 compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this
355 paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

356 **19. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
357 **Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified
358 in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent
359 Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will
360 disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation
made by Seller or listing broker to cooperating brokers.

361 Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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362 _____
Selling Sales Associate/License No. _____ Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) _____

363 _____
Listing Sales Associate/License No. _____ Listing Firm/Brokerage Fee: (\$ or % of Purchase Price) _____

364 **ADDENDA AND ADDITIONAL TERMS**

365 **20. ADDENDA:** The following additional terms are included in the attached addenda and incorporated into this Contract (check if
366 applicable):

- | | | | |
|---|---|--|--|
| 367 <input type="checkbox"/> A. Condo. Assn. | <input checked="" type="checkbox"/> H. As Is w/Right to Inspect | <input type="checkbox"/> O. Interest-Bearing Account | <input type="checkbox"/> V. Prop. Disclosure Stmt. |
| 368 <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> I. Inspections | <input type="checkbox"/> P. Back-up Contract | <input type="checkbox"/> W. FIRPTA |
| 369 <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> J. Insulation Disclosure | <input type="checkbox"/> Q. Broker - Pers. Int. in Prop. | <input type="checkbox"/> X. 1031 Exchange |
| 370 <input type="checkbox"/> D. Mort. Assumption | <input type="checkbox"/> K. Pre-1978 Housing stmt.(LBP) | <input type="checkbox"/> R. Rentals | <input type="checkbox"/> Y. Additional Clauses |
| 371 <input type="checkbox"/> E. FHA Financing | <input type="checkbox"/> L. Insurance. | <input type="checkbox"/> S. Sale/Lease of Buyer's Property | <input type="checkbox"/> Other _____ |
| 372 <input type="checkbox"/> F. VA Financing | <input type="checkbox"/> M. Housing Older Persons | <input type="checkbox"/> T. Rezoning | <input type="checkbox"/> Other _____ |
| 373 <input type="checkbox"/> G. New Mort. Rates | <input type="checkbox"/> N. Lease purchase/Lease option | <input type="checkbox"/> U. Assignment | <input type="checkbox"/> Other _____ |

374 **21. ADDITIONAL TERMS:**

375 ***Buyer and seller agree that The Closing Company will be both settlement, closing and title insurance agent for the***
376 ***buyer.***

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401 **Buyer (_____) (_____) and Seller (_____) (_____)** acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.
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402 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

403 OFFER AND ACCEPTANCE

404 (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
405 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
406 delivered to Buyer no later than _____ a.m. p.m. on _____ this
407 offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

408 COUNTER OFFER / REJECTION

409 Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver
410 a copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
411 the date the counter is delivered.) Seller rejects Buyer's offer.

412 Date: _____ Buyer: _____
413 Print name: _____

414 Date: _____ Buyer: _____
415 Phone: _____ Print name: _____
416 Fax: _____ Address: _____
417 Email: _____

418 Date: _____ Seller: _____
419 Print name: _____

420 Date: _____ Seller: _____
421 Phone: _____ Print name: _____
422 Fax: _____ Address: _____
423 Email: _____

424 Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

425 Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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The clause below will be incorporated into the Contract between

_____ and _____
concerning the Property described as:

(SELLER)
(BUYER)

only if initialed by all parties

() () -- () () **H. As Is With Right to Inspect:**

This clause replaces Paragraphs **6** and **8** of the Contract but does not modify or replace Paragraph **9**. Paragraph 5(a) Repair, WDO and Permit Limits are 0%. **Seller** makes no warranties other than marketability of title. **Seller** will keep the Property in the same condition from Effective Date until closing, except for normal wear and tear ("Maintenance Requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs. **Buyer** may, at **Buyer's** expense, by _____ ("Inspection Period")(within 10 days from Effective Date if left blank) make any and all inspections of the Property. The inspection(s) will be 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. **Buyer** may cancel this Contract by delivering written notice to **Seller** within _____ days (within 5 days if left blank) from the end of the Inspection Period if the cost of treatment and repairs estimated by **Buyer's** inspector(s) is greater than \$ _____ (\$250.00 if left blank) or if **Buyer's** inspection(s) reveal open permits or that improvements have been made to the Property without required permits. For the cancellation to be effective, **Buyer** must include in the written notice a copy of the portions of the inspector's written report dealing with the items to be repaired, and treatment and repair estimates from the inspector or person(s) holding an appropriate Florida license to repair the items inspected or any written documentation of open permit(s) or permit(s) that have not been obtained if a permit is required. Any conditions not reported in a timely manner will be deemed acceptable to **Buyer**. If **Buyer** fails to timely conduct any inspection which **Buyer** is entitled to make under this paragraph, **Buyer** waives the right to the inspection and accepts the Property "as is." **Seller** will provide access and utilities for **Buyer's** inspections. **Buyer** will repair all damages to the Property resulting from the inspections and return the Property to its pre-inspection condition. **Buyer** and/or **Buyer's** representative may, on the day before Closing Date or any other time agreeable to the parties, walk through the Property solely to verify that **Seller** has fulfilled the Maintenance Requirement and the contractual obligations.

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The clause below will be incorporated into the Contract between

_____ and _____
concerning the Property described as:

(SELLER)
(BUYER)

_____ only if initialed by all parties

() () -- () () **A. Condominium Association:**

The Property is a condominium which is subject to the rules and regulations of a condominium association ("Association"). If the condominium property is subject to a master Homeowner's Association, also attach Homeowner's Association addendum B. **Seller's** warranty under Paragraph 8 of the Contract and risk of loss under Paragraph 9 of the Contract or Paragraph H of the Comprehensive Addendum (if applicable) extend to the unit and limited common elements appurtenant to the Property and not to any common elements or any other property.

(1) Documents: Seller will, at Seller's expense, deliver to Buyer the current and complete condominium documents (including question 12 and answer sheet, current year-end financial information and any recorded amendments) referenced in subparagraph (9) below no later than 3 days from Effective Date (if Buyer has already received the required documents, indicate receipt by initialing here () () Date received _____). If this Contract does not close, Buyer will immediately return the documents to Seller, failing which Buyer authorizes Escrow Agent to reimburse Seller \$ _____ from the deposit for the cost of the documents.

(2) Association Approval: If the condominium declaration or bylaws give the Association the right to approve Buyer as a purchaser, this Contract is contingent on such approval by the Association. Buyer will apply for approval within _____ days from Effective Date and use diligent effort to obtain approval, including making personal appearances and paying related fees if required. Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If Buyer is not approved, this Contract will terminate and Seller will return Buyer's deposit unless this Contract provides otherwise.

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

(4) Application/Transfer Fees: Buyer will pay any application and/or transfer fees charged by the Association.

(5) Parking: Seller will assign to Buyer at closing parking space(s) _____; boat slip(s) # _____; and storage unit(s) # _____.

(6) Fees: Seller will pay all fines imposed against the Unit as of Closing Date and any fees the Association charges to provide information about its fees or the Property, and will bring maintenance and similar periodic fees and rents on any recreational areas current as of Closing Date. If, after the Effective Date, the Association imposes a special assessment for improvements, work or services, Seller will pay all amounts due before Closing Date and Buyer will pay all amounts due after Closing Date. If special assessments may be paid in installments Buyer Seller (if left blank, Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Seller represents that he/she is not aware of any pending special or other assessment that the Association is considering except as follows:

Seller represents that he/she is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

Seller represents that the current assessments, maintenance, and/or association fees are:

\$ _____ per _____ to _____
\$ _____ per _____ to _____
\$ _____ per _____ to _____

and that there is is not a recreation or land lease with the Property. If there is a recreation or land lease, the current payment is \$ _____ per month.

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

(See Continuation)

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

() () -- () () A. Condominium Association (CONTINUATION)

(8) Sprinkler System: IF THE UNIT OWNERS VOTED TO FOREGO RETROFITTING EACH UNIT WITH A FIRE SPRINKLER OR OTHER ENGINEERED LIFE SAFETY SYSTEM, SELLER SHALL PROVIDE THE BUYER, BEFORE CLOSING, A COPY OF THE CONDOMINIUM ASSOCIATION'S NOTICE OF THE VOTE TO FOREGO RETROFITTING.

(9) Buyer Acknowledgement / Seller Disclosure: (Check whichever applies)

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.

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 YEAREND 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.

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Page _____ of Addendum No. _____

The clause below will be incorporated into the Contract between _____ (SELLER)
and _____ (BUYER)
concerning the Property described as:

only if initialed by all parties

() () -- () () **B. Homeowners' Association:**

The Property is located in a community with a voluntary mandatory (see the disclosure summary below) homeowners' association ("Association"). **Seller's** warranty under Paragraph 8 of the Contract and risk of loss under Paragraph 9 or Paragraph H of the Comprehensive Addendum (if applicable) extend only to the Property and does not extend to common areas or facilities described below.

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

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

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

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

\$ _____ per _____ to _____

The following dues/maintenance fees are currently charged by the homeowners' association:

\$ _____ per _____ to _____
\$ _____ per _____ to _____
\$ _____ per _____ to _____

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

(See Continuation)

(5) Disclosure Summary for Mandatory Associations:

IF THE DISCLOSURE SUMMARY REQUIRED BY CHAPTER 720, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

Disclosure Summary For _____
(Name of Community)

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 \$ _____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

Buyer acknowledges receipt of this summary before signing this contract.

DATE

BUYER

DATE

BUYER

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