



"As Is" Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

1\* PARTIES: Romilda Dow & John Dow ("Seller"),
2\* and ("Buyer"),

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5 I. DESCRIPTION:

6\* (a) Legal description of the Real Property located in Broward County, Florida:
7\* SHERIDAN LAKES CONDO HOUSES NO 3 UNIT 139
8\* (b) Street address, city, zip, of the Property: 2474 CARLYLE LN #139 HOLLYWOOD 330213705
9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
10 specifically excluded below.
11\* Other items included are:
12\*
13\* Items of Personal Property (and leased items, if any) excluded are:
14\*

15\* II. PURCHASE PRICE (U.S. currency): \$

16 PAYMENT:

17\* (a) Deposit held in escrow by ("Escrow Agent") in the amount of (checks subject to clearance) \$
18\* Escrow Agent's address: Phone:
19\* (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date in the amount of. \$
20\* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$
21\* (d) Other \$
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23\* to adjustments or prorations \$

24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26\* before, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-
27 wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30 acceptance of this offer or, if applicable, the final counteroffer.

31 IV. FINANCING:

32\* [ ] (a) This is a cash transaction with no contingencies for financing;
33\* [ ] (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34\* the Property ("Loan Approval") within days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35\* ONE): [ ] a fixed; [ ] an adjustable; or [ ] a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36\* exceed %, and for a term of years. Buyer will make application within days (if blank, then 5 days) after Effective Date.

37 BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
41 real estate licensee(s), and Closing Agent.

42 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.

45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
50 returned to Buyer.

51\* [ ] (c) Assumption of existing mortgage (see rider for terms); or
52\* [ ] (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).

53\* V. TITLE EVIDENCE: At least days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:

55\* (CHECK ONLY ONE): [ ] (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56\* [ ] (2) Buyer at Buyer's expense.

57\* (CHECK HERE): [ ] If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

58\* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on ("Closing"), unless
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61\* insurance. If such conditions continue more than days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.



62 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise  
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record  
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
67\* addendum); provided, that ~~there exists at Closing no violation of the foregoing and~~ none prevent use of the Property for \_\_\_\_\_  
68\* \_\_\_\_\_ purpose(s).

69 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard  
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
74 visions of this Contract in conflict with them.

75\* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer  may assign and thereby be released from any further liability under this Contract;  may  
76\* assign but not be released from liability under this Contract; or  may not assign this Contract.

77 **XI. DISCLOSURES:**

78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a  
79 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,  
80\* as of Closing, shall be paid as follows:  by Seller at closing  by Buyer (if left blank, then Seller at Closing). If the amount of any  
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the  
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
84 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

86 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
87 regarding mold, Buyer should contact an appropriate professional.

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-  
92 TION/COMMUNITY DISCLOSURE.**

93 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
94 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
95 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
96 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

97 **XII. MAXIMUM REPAIR COSTS: DELETED**

98\* **XIII. HOME WARRANTY:**  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
99\* at a cost not to exceed \$\_\_\_\_\_.

100\* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have \_\_\_\_\_ days from Effective Date ("Inspection Period") within  
101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;  
104 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract  
105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely  
106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of  
107 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel  
108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,  
109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements  
110 required by Buyer's lender.

111 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK** those riders which are applicable AND are attached to and made part of this Contract:

112\*  CONDOMINIUM  VA/FHA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE  
113\*  INSULATION  EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)  Other Comprehensive Rider Provisions  Addenda  
114\* Special Clause(s):

115\*

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126 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy  
127 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

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

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THIS **"AS IS"** FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.  
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.  
AN ASTERISK(\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135\*

136 (BUYER) \_\_\_\_\_ (DATE) \_\_\_\_\_ (SELLER) **Romilda Dow** \_\_\_\_\_ (DATE) \_\_\_\_\_

137\*

138 (BUYER) \_\_\_\_\_ (DATE) \_\_\_\_\_ (SELLER) **John Dow** \_\_\_\_\_ (DATE) \_\_\_\_\_

139\* Buyers' address for purposes of notice \_\_\_\_\_ Sellers' address for purposes of notice \_\_\_\_\_

140\*

141\* \_\_\_\_\_ Phone \_\_\_\_\_ Phone

142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
143 this Contract:

144\* Name: \_\_\_\_\_ **Reaction Realty Group Inc** \_\_\_\_\_

145 **Cooperating Brokers, if any** **Listing Broker**



## "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

146

147 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer,  
148 an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained  
149 in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopt-  
150 ed by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is  
151 found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the  
152 defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reason-  
153 able period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall  
154 be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable,  
155 use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the  
156 defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title  
157 Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt  
158 to examine same in accordance with this "AS IS" Standard.

159 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a  
160 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment  
161 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept  
162 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a  
163 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage  
164 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note  
165 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-  
166 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the  
167 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-  
168 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

169 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certi-  
170 fied by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback  
171 lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

172 **D. WOOD DESTROYING ORGANISMS: DELETED**

173 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described  
174 in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

175 **F. LEASES:** Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature  
176 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-  
177 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-  
178 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written  
179 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

180 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,  
181 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-  
182 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction  
183 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gener-  
184 al contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a  
185 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

186 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing  
187 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

188 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-  
189 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the  
190 next business day. **Time is of the essence in this Contract.**

191 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leas-  
192 es, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

193 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained  
194 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,  
195 mortgage title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer.  
196 Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing  
197 statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

198 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.  
199 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be  
200 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance  
201 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current  
202 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mill-  
203 age is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assess-  
204 ment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing,  
205 which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assess-  
206 ment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into  
207 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

208 **M. (RESERVED - purposely left blank)**

209 **N. INSPECTION AND REPAIR: DELETED**

210 **O. RISK OF LOSS:** If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which  
211 shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and  
212 Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If  
213 the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s)  
214 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natu-  
215 ral occurrence shall be the cost of pruning or removal.

216 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841,  
217 F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following

**“AS IS” STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

219 closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2)  
 220 if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall  
 221 have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon  
 222 written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal  
 223 Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
 224 for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of war-  
 225 ranties contained in the deed or bill of sale.

226 **Q. ESCROW:** Any Closing Agent or escrow agent (collectively “Agent”) receiving funds or equivalent is authorized and agrees by acceptance of them to deposit  
 227 them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to  
 228 clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, con-  
 229 tinue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall  
 230 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  
 231 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  
 232 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  
 233 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
 234 any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to  
 235 be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable  
 236 to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this  
 237 Contract or gross negligence of Agent.

238 **R. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such liti-  
 239 gation, which, for purposes of this “AS IS” Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by  
 240 Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

241 **S. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by  
 242 Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for  
 243 the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller,  
 244 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title mar-  
 245 ketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's  
 246 deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

247 **T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public records.  
 248 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and  
 249 one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party.  
 250 All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including “pdf”) copy of this  
 251 Contract and any signatures hereon shall be considered for all purposes as an original.

252 **U. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as  
 253 appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the  
 254 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

255 **V. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No mod-  
 256 ification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

257 **W. SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or  
 258 which have not been disclosed to Buyer; (2) *Seller extends and intends no warranty and makes no representation of any type, either express or implied,*  
 259 *as to the physical condition or history of the Property;* (3) *Seller has received no written or verbal notice from any governmental entity or agency as*  
 260 *to a currently uncorrected building, environmental or safety code violation;* (4) *Seller has no knowledge of any repairs or improvements made to the*  
 261 *Property without compliance with governmental regulation which have not been disclosed to Buyer.*

262 **X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall maintain the Property, including,  
 263 but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon  
 264 reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that  
 265 all items of Personal Property are on the Real Property and that the Property has been maintained as required by this “AS IS” Standard. Seller will assign all  
 266 assignable repair and treatment contracts and warranties to Buyer at Closing.

267 **Y. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property  
 268 under Section 1031 of the Internal Revenue Code (“Exchange”), the other party shall cooperate in all reasonable respects to effectuate the Exchange, includ-  
 269 ing the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be  
 270 contingent upon, nor extended or delayed by, such Exchange.

271 **Z. BUYER WAIVER OF CLAIMS:** *Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved*  
 272 *in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the*  
 273 *Buyer or anyone claiming by, through, under or against the Buyer.*



**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between \_\_\_\_\_ (Seller)  
 and \_\_\_\_\_ (Buyer)  
 concerning the Property described as 2474 CARLYLE LN #139  
 \_\_\_\_\_ HOLLYWOOD FL 330213705 :

**“AS IS”**

Buyer’s Initials - Seller’s Initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

**1. SELLER’S WARRANTIES AND REPRESENTATIONS:** Obligations with Respect to the Property; Limitations

(a) Paragraph XII and Standard D, Standard N and Standard X are deleted.

(b) This Rider does not relieve Seller’s obligations under Standard W for facts known to Seller. However, except as required in this Rider and in Standard W, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

(c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

(d) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulation which have not been disclosed to Buyer.

(e) Subject to the provisions and limitations of this Rider, Buyer waives any claims against Seller and, to the extent permitted by law, against any licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

**2. INSPECTION PERIOD AND RIGHT TO CANCEL.**

(a) Buyer shall have \_\_\_\_\_ days from Effective Date (“Inspection Period”) within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period.

(b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.

(c) If Buyer determines, in Buyer’s sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller on or before expiration of the Inspection Period. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2(b), above.

(d) Unless Buyer exercises the right to cancel granted in 2.(c) above, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions, or requirements and shall be responsible for any and all repairs and improvements required by Buyer’s lender.

**3. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES.**

Seller shall maintain the Property, including, but not limited to, the lawn, shrubbery and pool, in their respective conditions, existing as of Effective Date, ordinary wear and tear, and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this Paragraph 3. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.





**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Romilda Dow & John Dow (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as 2474 CARLYLE LN #139 HOLLYWOOD FL 330213705 :

**ASSUMPTION OF EXISTING MORTGAGE(S)**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

The Property is encumbered by an existing mortgage, as described in Paragraph II(c), which has:  a variable interest rate; or  a fixed interest rate of \_\_\_% per annum. At time of title transfer, some fixed interest rates are subject to increase; if increased, the rate shall not exceed \_\_\_% per annum. Seller shall furnish a statement from each mortgagee stating the principal balance, method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and diligently complete and return it to the mortgagee. Any mortgagee charge(s), not to exceed \$\_\_\_\_\_ (1% of amount assumed if left blank), shall be paid by Buyer. If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.





# Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between  
 \_\_\_\_\_ (Seller)  
**Romilda Dow & John Dow**  
 and \_\_\_\_\_ (Buyer)  
 concerning the Property described as **2474 CARLYLE LN #139**  
 \_\_\_\_\_  
**HOLLYWOOD FL 330213705** :

### BACK-UP CONTRACT

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

This back-up contract is subject to the termination of a prior executed contract between Seller and a third party for the sale of the Property. If the prior executed contract is terminated and Seller delivers written notice of the termination to Buyer before 5:00 p.m. on \_\_\_\_\_, this contingency will be removed and this back-up contract will move into first position. If Buyer does not receive notice of the prior contract's termination by the above deadline, Buyer may cancel this back-up contract at any time and Buyer's deposit will be refunded.



**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between  
\_\_\_\_\_ **Romilda Dow & John Dow** \_\_\_\_\_ (Seller)  
and \_\_\_\_\_ (Buyer)  
concerning the Property described as **2474 CARLYLE LN #139**  
\_\_\_\_\_ **HOLLYWOOD** \_\_\_\_\_ **FL** **330213705** \_\_\_\_\_ :

**BUYER'S ATTORNEY APPROVAL**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

This Contract is contingent upon Buyer's attorney approving the Contract. Buyer may terminate the Contract and receive a return of all deposits if Buyer's attorney disapproves the Contract and Buyer notifies Seller in writing on or before \_\_\_\_\_.



**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Romilda Dow & John Dow (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as 2474 CARLYLE LN #139 HOLLYWOOD FL 330213705 :

**COASTAL CONSTRUCTION CONTROL LINE**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

- Buyer waives the right to receive a CCCL affidavit or survey.
- Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.





**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

**USE THE RIDERS THAT APPLY**

If initialed by all parties, the clauses below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Romilda Dow & John Dow (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as 2474 CARLYLE LN #139 HOLLYWOOD FL 330213705 :

**CONDOMINIUM ASSOCIATION DISCLOSURE**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) -- ( ) ( )

**1. CONDOMINIUM ASSOCIATION APPROVAL; RELATED FEES:**

The Association's approval of Buyer (CHECK ONLY ONE)  is  is not required. If approval is required, the Contract is contingent upon Buyer being approved by the Association no later than \_\_\_\_\_ days prior to Closing. Buyer shall apply for approval within \_\_\_\_\_ days after Effective Date and shall use diligent effort to obtain such approval, including making personal appearances if required. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and shall divide equally all application and transfer fees charged by the Association. If Buyer is not approved within the stated time period, the deposit(s) will be returned to the Buyer and the Contract will terminate.

**2. RIGHT OF FIRST REFUSAL; RELATED FEES:**

(a) The Association (CHECK ONLY ONE)  has  does not have a right of first refusal ("Right"). If the Association has a Right, the Closing is contingent upon the first to occur of the Association providing written confirmation to Buyer that the Association is not exercising that Right or upon the expiration of the time permitted for the exercise of such Right, without the exercise of same, pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto). Buyer and Seller shall, within \_\_\_\_\_ days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, shall use diligent effort to submit and process the matter with the Association, including personal appearances, if required, and shall divide equally any application and transfer fees charged by the Association.

(b) The members of the Association (CHECK ONLY ONE)  have  do not have a Right. If the members do have a Right, the Closing is contingent upon the first to occur of the Association providing written confirmation to the Buyer that the members of the Association have not elected to exercise that Right or upon the expiration of the time permitted for the exercise of such Right, without the exercise of same, pursuant to the terms of the Declaration.

(c) If, within the stated time period, the Association or the members of the Association fail to provide the written confirmation or if the Right does not otherwise expire or if the Association or a member thereof exercises the Right, then the deposit(s) will be returned to the Buyer and the Contract will terminate.

**3. FEES; ASSESSMENTS; PRORATIONS:**

(a) Seller represents that the current maintenance assessment is \$\_\_\_\_\_ per month and the current rent on recreation areas is \$\_\_\_\_\_ per month. All assessments levied by the Association, and rent on recreational areas if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

(b) Seller shall pay special assessments levied by the Association prior to the Closing, unless otherwise agreed in writing after Seller's full written disclosure to Buyer of pending amounts. Buyer shall pay special assessments levied by the Association on or after the Closing. Association assets and liabilities, including Association reserve accounts, shall not be prorated. A special assessment shall be deemed "levied", for purposes of this paragraph on the date when the Association's Board of Administration or the required percentage of unit owners, or both, has voted in accordance with Florida law and the condominium documents to approve the special assessment. Seller has no knowledge of any pending special assessment except as follows: \$\_\_\_\_\_ imposed for the following purposes:\_\_\_\_\_.

(c) Pursuant to sections 718.112(2)(l) and 718.1085(l), F.S., in the event the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, Seller shall furnish to Buyer, prior to Closing, the written notice of Association's vote to forego such retrofitting.

**(see continuation)**

**CONDOMINIUM ASSOCIATION DISCLOSURE(continued)**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

**4. NON-DEVELOPER DISCLOSURE: (CHECK ONLY ONE)**

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

(b)  THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

**5. BUYER'S REQUEST FOR DOCUMENTS:**

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 4, above. Buyer (CHECK ONLY ONE)  requests  does not request a current copy of the documents specified in Paragraph 4, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

**6. BUYER'S RECEIPT OF DOCUMENTS:**

(COMPLETE AND CHECK ONLY IF CORRECT)  Buyer received the documents described in Paragraph 4, above, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**7. COMMON ELEMENTS; PARKING:**

The Property includes the unit being purchased and an undivided interest in the common elements and any appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:  Parking Space(s) # \_\_\_\_\_  Garage # \_\_\_\_\_  Other: \_\_\_\_\_.

**8. INSPECTIONS AND REPAIRS:**

The rights and obligations arising under Standards D, N and X of the Contract are limited to the individual unit and do not extend to common elements, limited common elements, or any other part of the Property except the individual unit.

**9. GOVERNANCE FORM:**

PURSUANT TO CHAPTER 718, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE FROM SELLER A COPY OF THE GOVERNANCE FORM IN THE FORMAT PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIME SHARES AND MOBILE HOMES OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, SUMMARIZING THE GOVERNANCE OF THE CONDOMINIUM ASSOCIATION.





**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Romilda Dow & John Dow (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as 2474 CARLYLE LN #139 HOLLYWOOD FL 330213705 :

**EVIDENCE OF TITLE (ABSTRACT)**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

At least \_\_\_\_\_ days (if blank, then 5) before Closing a current abstract of title shall be obtained by: (CHECK ONLY ONE)

(1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or  (2) Buyer, at Buyer's expense. Unless otherwise provided by law, charges for the following related title services, namely title examination and closing fee (including the preparation of the closing statement), shall be paid by the Buyer. The abstract of title shall be prepared or brought current by a reputable and existing abstract firm (if not existing then certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the real property recorded in the public records of the county wherein the real property is located through Effective Date. It shall commence with the earliest public records, or such later date as may be customary in the county. Upon closing of this Contract, the abstract shall become the property of Buyer, subject to the right of retention thereof by first mortgagee until fully paid. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications contained in Paragraph VII. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the abstract to notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the abstract of title and it is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of the abstract of title to examine same in accordance with this Rider. If the escrow and closing procedure required by Standard P is not waived, the abstract of title shall be continued after Closing at Buyer's expense to show title in Buyer, without any encumbrances or changes which would render Seller's title unmarketable from the date of the previous continuation.





**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between  
 \_\_\_\_\_ (Seller)  
 and \_\_\_\_\_ (Buyer)  
 concerning the Property described as 2474 CARLYLE LN #139  
 \_\_\_\_\_ HOLLYWOOD FL 330213705 :

**EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

1. Evidence of Title shall be defined as:

(a) Seller shall provide an existing prior Owner's or First Mortgagee Title Insurance Policy qualified for use as a title base for reissue of coverage on the Real Property at the Purchase Price of the Real Property ("Prior Policy") together with copies of all exceptions thereto, if requested. Seller shall, at Seller's option, pay for either: (1) an abstract continuation or; (2) a computer title search, from the effective date of the prior Owner's Policy or in the case of a First Mortgagee Title Insurance Policy from the date of recording the deed into the mortgageor. The abstract continuation or title search shall be ordered or performed by Closing Agent at a cost not to exceed \$ \_\_\_\_\_ (if blank, \$200.00); or

(b) IF A PRIOR POLICY DESCRIBED IN PARAGRAPH 1(a) ABOVE IS NOT AVAILABLE then Seller shall, at Seller's option provide and pay for either: (1) an alternative title evidence which is acceptable to Buyer's title insurance underwriter; or (2) a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications provided in this Contract and those to be discharged by Seller at or before Closing.

2. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications contained in Paragraph VII. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Evidence of Title to notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (a) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (b) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Evidence of Title is delivered to Buyer less than 5 days prior to closing, Buyer may extend closing date so that Buyer shall have up to 5 days from date of receipt of Evidence of Title to examine same in accordance with this Rider. If the escrow and closing procedure required by Standard P is not waived, the Evidence of Title shall be continued after Closing at Buyer's expense to show title in Buyer, without any encumbrances or changes which would render Seller's title unmarketable from the date of the previous continuation.

3. Evidence of Title shall be certified or brought current through a date not more than 30 days prior to Closing. Upon Closing, the Evidence of Title shall become the property of Buyer.



**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Romilda Dow & John Dow (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as 2474 CARLYLE LN #139 HOLLYWOOD FL 330213705 :

**EXISTING TENANT(S)**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

The Property is presently used as a rental and the tenancy shall continue beyond the Closing. There  is  is not a written lease(s).

The gross monthly rental income is presently \$\_\_\_\_\_. Seller holds a total of \$\_\_\_\_\_ security deposits and

\$\_\_\_\_\_ advance rents. The provisions of Standard F shall apply together with the provisions of this paragraph.

Buyer may cancel this Contract by written notice within three (3) days of receipt of leases, estoppel letters, and information required by Standard F, if such documentation and information does not confirm the representations made herein by Seller.





## Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

### USE THE RIDERS THAT APPLY

If initialed by all parties, the clauses below will be incorporated into the FAR/BAR Contract for Sale and Purchase between

Romilda Dow & John Dow (Seller)

and \_\_\_\_\_ (Buyer)

concerning the Property described as 2474 CARLYLE LN #139

HOLLYWOOD FL 330213705 :

### U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) / FEDERAL HOUSING ADMINISTRATION (FHA)

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) -- ( ) ( )

#### 1. DEFINITIONS:

- (a) "Contract" is the FAR/BAR Contract for Sale and Purchase (2007 ed.), to which this Rider is attached and intended to amend.
- (b) "Standard" refers to the Standards for Real Estate Transactions which is part of the Contract.
- (c) "HUD" is the Department of Housing and Urban Development.
- (d) "Property" is the Property which is the subject matter of the Contract.
- (e) "Purchaser" is the Buyer named in the Contract.
- (f) "FHA" is the Federal Housing Administration.
- (g) "VA" is the Department of Veterans Affairs.

**2. INSPECTIONS AND APPRAISAL:** In addition to the requirements of Standard D and Standard N of the Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed \$ \_\_\_\_\_, which cost is in addition to the costs required to be paid under Standard D and Standard N.

**3.  (CHECK IF APPLICABLE) FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of the Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_. The Purchaser shall have the privilege and option of proceeding with consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

**(a) Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee, which fee, if charged by Buyer's lender, shall be paid by Seller up to maximum of \$ \_\_\_\_\_ (\$100.00 if left blank).

**(b) Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel the Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

**(c) Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of the Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, the Contract.

**4.  (CHECK IF APPLICABLE) VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of the Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if the Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of the Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs.

**(a) Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

**(see continuation)**

**U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) / FEDERAL HOUSING ADMINISTRATION (FHA)(continued)**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

**(b) Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel the Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

**5. ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with the Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new Rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

_____ Buyer/Purchaser	_____ Date	_____ Seller <b>Romilda Dow</b>	_____ Date
_____ Buyer/Purchaser	_____ Date	_____ Seller <b>John Dow</b>	_____ Date
_____ Broker/Purchaser	_____ Date	_____ Broker <b>Reaction Realty Group Inc</b>	_____ Date



**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

If initialed by all parties, the clause below will be incorporated into the FAR/BAR Contract for Sale and Purchase between Romilda Dow & John Dow (Seller) and \_\_\_\_\_ (Buyer) concerning the Property described as 2474 CARLYLE LN #139 HOLLYWOOD FL 330213705 :

**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA")**

Buyer's Initials - Seller's Initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

If a Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires a buyer of real property to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. Buyer and Seller agree to execute and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the requirements of FIRPTA, including delivery of their respective federal taxpayer identification numbers ("TIN") or Social Security Numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of the Closing, Buyer agrees to place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445 and implementing regulations. In the event Buyer does not pay sufficient cash at Closing to meet the withholding requirement, Seller shall deliver to Buyer at Closing the additional cash necessary to satisfy the requirement. Buyer shall timely disburse the funds to the IRS, and provide Seller with copies of the tax forms and receipts.



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HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

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.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For SHERIDAN LAKES CONDO HOUSES NO 3 (Name of Community)

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

BUYER Date BUYER Date





# Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

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## INSULATION DISCLOSURE FOR NEW RESIDENCE

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

Insulation has been or will be installed in the new residence as follows:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>Manufacturer R-Value</u>
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Interior Walls

Flat Ceiling Walls

Sloped Ceiling Walls

Common Walls Between

House and Garage

Exterior Walls

Other



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**KICK OUT CLAUSE**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up contract, Seller will notify Buyer in writing of the back-up contract. To continue with this primary Contract, Buyer must make an additional deposit of \$\_\_\_\_\_ to Escrow Agent, within 3 days from receipt of the written notice. By giving the additional deposit to Escrow Agent within 3 days, Buyer waives all contingencies for financing and sale of Buyer's property and the parties will close on Closing Date. The additional deposit will be credited to Buyer at Closing. If Buyer fails to timely make the additional deposit, this primary Contract will terminate and Buyer's deposit will be refunded.



**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

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 \_\_\_\_\_ (Seller)  
 and \_\_\_\_\_ (Buyer)  
 concerning the Property described as 2474 CARLYLE LN #139  
 \_\_\_\_\_ HOLLYWOOD FL 330213705 :

**LEAD-BASED PAINT DISCLOSURE**

Buyer's initials - Seller's initials: If to be made a part of the Contract.  
 ( ) ( ) - - ( ) ( )

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

**Seller's Disclosure (INITIAL)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

- Known lead-based paint or lead-based paint hazards are present in the housing.
- Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the Seller (CHECK ONE BELOW):

- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: \_\_\_\_\_

- Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

**Buyer's Acknowledgement (INITIAL)**

\_\_\_\_\_ (c) Buyer has received copies of all information listed above.

\_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

\_\_\_\_\_ (e) Buyer has (CHECK ONE BELOW):

- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

**Licensee's Acknowledgement (INITIAL)**

\_\_\_\_\_ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ SELLER <b>Romilda Dow</b>	_____ DATE	_____ BUYER	_____ DATE
_____ SELLER <b>John Dow</b>	_____ DATE	_____ BUYER	_____ DATE
_____ Listing Licensee <b>Steven Feldott</b>	_____ DATE	_____ Selling Licensee	_____ DATE

**Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.**





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 \_\_\_\_\_ (Seller)  
**Romilda Dow & John Dow**  
 \_\_\_\_\_ (Buyer)  
 and \_\_\_\_\_ (Buyer)  
 concerning the Property described as 2474 CARLYLE LN #139  
 \_\_\_\_\_  
 \_\_\_\_\_ **HOLLYWOOD** \_\_\_\_\_ **FL** **330213705** \_\_\_\_\_ :

### POST-OCCUPANCY BY SELLER

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

This Contract is contingent upon Buyer and Seller within \_\_\_\_ days from Effective Date signing and delivering to each other a written lease prepared at (CHECK ONE)  Seller's  Buyer's expense, for Seller to remain in possession of the Property until \_\_\_\_\_ days after Closing. Seller shall pay a monthly rent of \$\_\_\_\_\_ payable monthly in advance. Seller's repair and treatment obligations under paragraphs D and N shall not be extended beyond the Closing.



# Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

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 \_\_\_\_\_ Romilda Dow & John Dow \_\_\_\_\_ (Buyer)  
 and \_\_\_\_\_ (Buyer)  
 concerning the Property described as \_\_\_\_\_ 2474 CARLYLE LN #139 \_\_\_\_\_  
 \_\_\_\_\_ HOLLYWOOD \_\_\_\_\_ FL 330213705 \_\_\_\_\_ :

### PRE-OCCUPANCY BY BUYER

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

This Contract is contingent upon Buyer and Seller within \_\_\_\_\_ days from Effective Date signing and delivering to each other a written lease prepared at (CHECK ONE)  Seller's  Buyer's expense, for Buyer to take possession of the Property on , \_\_\_\_\_ . Upon taking possession, Standards D, NHand X are no longer applicable and Buyer thereby accepts the Property in its existing condition, relieving Seller of any repairs or treatment obligations. Buyer shall then have the sole obligation of maintaining the Property and shall assume all risk of loss. Buyer shall pay a monthly rent of \$ \_\_\_\_\_ payable monthly in advance.



**Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase**

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**REZONING CONTINGENCY**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

Buyer's obligations hereunder are expressly conditioned upon Buyer, at Buyer's expense, applying for and obtaining rezoning or change of land use of the described Property to the zoning or land use category of \_\_\_\_\_, under (county/city) ordinances and land use regulations. Buyer's obligations are further conditioned upon obtaining such Comprehensive Land Use Plan ("CLUP") amendments as may be necessary to permit such rezoning. Buyer agrees to promptly apply for and diligently pursue said rezoning/CLUP amendment. If final government action on said rezoning application has not been obtained by \_\_\_\_\_, ("Date"), then either party thereafter, by written notice to the other, may cancel this Contract, in which event all deposits paid hereunder shall be refunded to Buyer; provided further, however, that if as of Date, the final public hearing has been scheduled before the governmental board or commission having final authority, then the deadline for satisfaction of this condition shall be extended to the day after the public hearing, but in no event more than \_\_\_\_\_ days after Date. The Closing shall occur \_\_\_\_\_ days following final rezoning approval and if applicable land use change. Seller agrees to such rezoning/CLUP amendment.





Comprehensive Rider to the FAR/BAR Contract for Sale and Purchase

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RIGHT TO INSPECTION AND RIGHT TO CANCEL

Buyer's Initials - Seller's Initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

- 1. Buyer shall have \_\_\_ days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities shall be made available by the Seller during the Inspection Period. Any inspections permitted under Standards D & N which Buyer desires to make must be completed during the Inspection Period.
2. Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections. This provision shall survive termination of the Contract.
3. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel the Contract by delivering facsimile or written notice of such election to Seller on or before expiration of the Inspection Period. If Buyer timely cancels the Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under the Contract, except as provided in Subparagraph 2, above.
4. If Buyer elects to proceed with the Contract or fails to timely cancel the Contract on or before expiration of the Inspection Period, then the Contract will remain in effect and:
(a) If, during the Inspection Period, Buyer has conducted inspections permitted by Standards D or N, or both, and reports defects, if any, requiring treatment, repair, or replacement under such Standards to Seller in writing within the Inspection Period, then Seller shall pay up to the applicable amounts required by Paragraph XII(a) and (b); or
(b) If, during the Inspection Period, Buyer fails to conduct inspections permitted by Standards D or N, or both, or having conducted such inspection(s), fails to report defects, if any, requiring treatment, repair, or replacement under such Standards, in writing to Seller within the Inspection Period, then Buyer shall be deemed to have waived Seller's warranties and obligations of treatment, repair or replacement as to defects not reported.
(c) Unless Buyer exercises the right to cancel granted in 3 above, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions, or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.





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Romilda Dow & John Dow (Seller)  
and \_\_\_\_\_ (Buyer)  
concerning the Property described as 2474 CARLYLE LN #139  
HOLLYWOOD FL 330213705 :

**SALE OF BUYER'S PROPERTY**

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

This Contract is contingent on the sale and closing of Buyer's property located at \_\_\_\_\_.

If the sale of Buyer's property does not close by \_\_\_\_\_, Buyer may, within 3 days in writing, either: a) cancel this Contract and receive a refund of deposit(s); or b) remove this contingency and all financing contingencies, and continue with the Contract. Buyer's property  is  is not presently under contract for sale. If it is under contract, Buyer shall provide Seller with a copy of the contract.





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### SELLER FINANCING

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

Seller agrees to hold a note secured by a purchase money (CHECK ONE)  first  second mortgage, executed by Buyer in the principal amount of \$\_\_\_\_\_ at \_\_\_\_\_% interest per annum payable in equal (CHECK ONE)  monthly  quarterly  annual payments of \$\_\_\_\_\_ each including interest with the first payment due \_\_\_\_\_ month(s) after Closing. This (CHECK ONE)  is  is not a balloon mortgage. If it is a balloon mortgage, the entire unpaid principal balance plus accrued interest shall be due and payable \_\_\_\_\_ (months/years) from date of Closing. If a second mortgage, a default in the first mortgage shall, at the option of the holder, constitute a default of the second mortgage and the amount of the first mortgage shall not exceed the amount set forth in Paragraph II(c).



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 \_\_\_\_\_ (Seller)  
**Romilda Dow & John Dow**  
 \_\_\_\_\_ (Buyer)  
 and \_\_\_\_\_  
 concerning the Property described as **2474 CARLYLE LN #139**  
 \_\_\_\_\_  
**HOLLYWOOD FL 330213705** :

### SELLER'S ATTORNEY APPROVAL

Buyer's initials - Seller's initials: If to be made a part of the Contract.

( ) ( ) - - ( ) ( )

This Contract is contingent upon Seller's attorney approving the Contract. Seller may terminate the Contract and the deposit will be returned to Buyer if Seller's attorney disapproves the Contract and Seller notifies Buyer in writing on or before \_\_\_\_\_.