

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

GILBERT SNYDER and LINDA SNYDER,
husband and wife,

Case No.

Plaintiffs,

vs.

BOCA WEST REALTY, LLC.
A Florida Limited liability Company

Defendant

_____ /

PURE BILL OF DISCOVERY

COME NOW, Plaintiffs, GILBERT SNYDER and LINDA SNYDER, husband and wife, (hereinafter the “SNYDERS”) by and through undersigned counsel and sues Defendant, BOCA WEST REALTY, LLC. A Florida Limited Liability Company (hereinafter “BWR”) and alleges:

PARTIES, JURISDICTION AND VENUE

1. This is an action for a Pure Bill of Discovery.
2. GILBERT SNYDER is an individual, a resident of New York County, New York and is married to LINDA SNYDER.
3. LINDA SNYDER is an individual, a resident of New York County, New York and is married to GILBERT SNYDER.
4. BWR is a Florida Limited Liability Company, organized in Florida with its principal place

of business located at 7763 Glades Road, Suite 2/3, Boca Raton, Florida 33434.

5. Venue is proper and lies with this Court in Palm Beach County, Florida because the acts complained of occurred in Palm Beach County, Florida, arise from a real estate transaction located in Palm Beach County, Florida.
6. All conditions precedent to bringing this cause of action have occurred, or have been performed, excused, discharged, satisfied or waived.
7. The Plaintiffs have retained the undersigned counsel to represent them in this matter and are obligated to pay undersigned counsel a reasonable fee for his services.

ALLEGATIONS COMMON TO THE DISCOVERY REQUEST

I. THE MITZNER CONTRACT

8. On March 5, 2020 the Plaintiffs entered into an “As Is” real estate contract (hereinafter referred to as the “Mitzner Contract”) to purchase a condominium unit at the Boca West Country Club, (hereinafter referred to as “BWCC”) located in Boca Raton, Florida owned by the MITZNERS, a copy attached as Exhibit “A.” The purchase price was One Hundred Thirty Thousand, (\$130,000.00) Dollars with a closing date of May 27, 2020.
9. The SNYDERS were represented by Mallory McCabe, (hereinafter referred to as “McCabe”) an agent and employee of BWR. *See Exhibit “A” page 12, lines 615-618.*
10. Paragraph 10(b) of the “AS IS” contract provides, in pertinent part, that “*[e]xcept as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.*”
11. Despite this representation in the “AS IS” contract, the SNYDERS investigation revealed

that the MITZNERs had conducted extensive improvements to their condominium unit which required permits, which were not applied for nor obtained.

12. The MITZNERs have refused to authorize the return of the escrow deposit, were complicit in the demise of the Plaintiffs not becoming members of BWCC and instigated both the Ad Hoc Committee and the BWCC Board of Governors¹ into investigating alleged improper conduct by the SNYDERS on the failure to complete the closing of the “AS IS” contract between the parties.
13. Furthermore, the Mitzners were complicit in persuading BWCC to deny the SNYDERS approval for club membership as part of the purchase requirements of another condominium at the BWCC, in which they were renting.
14. Prior to March 5, 2020, the SNYDERS were presented with and reviewed a thirteen (13) page multiple listing “Residential Full Report,” (the MLS listing # RX-10570948) a copy attached hereto as Exhibit “B” and incorporated herein for the property located at 6875 Willow Wood Drive, #2066, Boca Raton, Florida 33434.
15. Page 2 of the MLS Listing specifically discloses under Public Remarks: Gorgeous 2 bed, 2 bath condo with lake & golf course views. *This condo has been totally remodeled from top to bottom.*²
16. Despite this representation in the “AS IS” contract, the SNYDERS investigation revealed that the MITZNERs had conducted extensive improvements to their condominium unit which required permits, which were not applied for nor obtained.
17. Attached hereto as Exhibit “C” is “Section 105 – Permits: Florida Building Code 5th

¹ Mr. Phillip Kupperman, the Chairman of the Board and CEO of BWCC, was monitoring the application and approval process of the Plaintiffs.

² Balance of the remarks omitted as they pertain to other features not dealing with the unit itself.

Edition (2014)³ PBC Chapter 1 which sets forth the requirement for building permits for Palm Beach County together with the “Items Not Requiring a Permit.” The renovation work performed at the MITZNER’S unit was not in compliance with the Palm Beach County and Florida Building Code.⁴

18. Paragraph 20 of the “AS IS” contract, ADDITIONAL TERMS, provides as follows:

- a. Seller has Membership in good standing at BWCC.
- b. Buyer shall purchase membership at Prevailing rate to Boca West Country Club & pay all applicable fees and dues.
- c. This contract is further contingent upon Buyer approval to Boca West Country Club and Willow Wood Association. Attached as Exhibit “D” is a copy of the redacted Application to the Membership of Boca West Country Club.

19. At all material times herein, the MITZNER’S membership at BWCC is and remains in good standing with BWCC.

20. Pursuant to the “AS IS” contract, the SNYDERS placed Thirteen Thousand (\$13,000.00) into escrow with their attorney, Robert S. Forman.

21. On or about March 18, 2020, Addendum No.1 to the Contract with the Effective Date of 3/5/2020 between the parties was drafted for execution by the parties. Copies of Addendum are attached as Composite Exhibit “B” and incorporated herein.

³ Palm Beach County Amendments to the Florida Building Code, 5th Edition, (2014) Florida Building Code – Building Volume Chapter 1, Administration, Technical Amendments Florida building Code – Building Volume Section 1609.1, Wind Loads & maps, Florida Building Code – Construction Building Code-Construction building Codes for Turf & Landscape irrigation Systems, effective July 27, 2015.

⁴ On April 14, 2020, counsel for the Mitzners, David M. Beckerman, wrote to Robert Forman, counsel for the Snyder’s, and memorialized the position of the Mitzner’s, indicating that the “alleged permit issue in a non-issue.” The April 14, 2020 letter included a statement that “there was no alteration of electrical or plumbing, and all repairs were cosmetic. The Mitzner’s unit was not repaired. It was renovated as described in Exhibit “A” and it required permits under the Florida Building Code as set forth in paragraph 18, Exhibit “C.”

22. The Plaintiffs, while residing at BWCC as lessees to a short term seasonal lease agreement, did not have access to any computer systems or electronic equipment that would allow the Plaintiffs to review, print, execute and return a copy of Addendum No. 1 to their agent, McCabe or to BWR. In addition, it was during this time period of March 2020 that COVID was running rampant in the state of Florida, making it difficult for personal contact with third parties to personally meet and execute the Addendum.
23. The signatures of the Plaintiffs to the Addendum No. 1, “allegedly” executed on March 18, 2020, wherein the Sellers agreed to give the Buyers a Five Hundred Dollar (\$500.00) credit for repairs of the hot water heater and amend the closing date to April 9, 2020 was never signed by the SNYDERS.⁵
24. The closing date as reflected on Addendum No. 1 was not agreed to by the SNYDER’S.
25. The SNYDER’S were never presented with Addendum No. 1 for review or execution.
26. During all relevant times under Section 12. Property Inspection: Right to Cancel: provision of the “AS IS” contract, the Buyers engaged an independent inspection service to perform an inspection of the subject property. A copy of the inspection report is attached hereto as Exhibit “E” and incorporated herein. Notwithstanding, the Sellers completed the extensive renovation on the subject condominium unit, without obtaining the required building permits, and failed to disclose this critical point to the Sellers. As a result of the failure to disclose this critical detail, the Sellers misrepresented their duty to disclose facts materially affecting the property in breach of paragraph 10. (j) Disclosures: of the “AS IS” contract.
27. Despite this representation in the “AS IS “contract, the Plaintiffs’ investigation revealed

⁵ Plaintiffs, having reviewed Exhibit “B,” assert the Exhibit “B,” upon information and belief, is not a true and correct Exhibit and parts have been forged. The signatures of both Plaintiffs are inconsistent with the handwritten dates next to their signatures. In addition, both the Plaintiffs and their counsel Robert Forman, have no recollection of receiving Exhibit “B.”

that the Mitzners had conducted extensive improvement to the property which required building permits, which they did not obtain.

28. Investigation by the Plaintiffs' counsel retained for the purpose of representing the Plaintiffs in the Mitzner closing, revealed that Mitzner condominium unit was totally gutted. Investigation by Mr. Forman, revealed that, among other things, the emergency access door being closed off from the kitchen to the outside hallway, the entire kitchen being gutted down to the studs and replaced (including kitchen cabinets, countertops, flooring, appliances, faucets, and sink, along with a solid surface cooktop and a vent fan protruding into the ceiling), the hot water heater was replaced and the air conditioner was replaced. And finally, the electrical service panel to the Mitzner unit was removed and replaced. *No permits were pulled for any of the improvements.*
29. On April 9, 2020, David Beckerman, Esquire, of David M. Beckerman, P.A., counsel to Marvin and Barbara Mitzner (the "Mitzners") wrote to Robert S. Forman, counsel to the Plaintiffs, informing Mr. Forman of the Plaintiffs breach of the Mitzner Contract in not closing as scheduled. A copy of the letter is attached as Exhibit "F."
30. On April 10, 2020, Mr. Forman replied to Mr. Beckerman's letter of April 9, 2020 informing Mr. Beckerman that the Mitzners undertook a major renovation of the premises. A copy of the April 10, 2020 letter is attached as Exhibit "G."
31. As a result of the Mitzners' failure to obtain the required permits for the renovation described in the preceding paragraph, such failure would exemplify significant risks to the Plaintiffs, including the presence of an unsafe physical environment due to shoddy and/or unmonitored finished work product, potential liability for fines and penalties imposed by the Palm Beach County Amendments to the Florida Building Code, Section 114,

Violations, inability to obtain financing on the subject property and an increased burden in selling the property.

32. The scope of the renovation conducted in the Mitzner unit absolutely requires a permit pursuant to the Code enforcement requirements of Palm Beach County, Florida.
33. The Plaintiffs were ready, willing and able to close but for the Mitzners misrepresentations and breach of the "AS IS" contract.
34. As a result of the fraud and misrepresentation of the Mitzners relative to the Mitzner condominium unit and the failure to obtain required permits, the Plaintiffs rightfully cancelled the transaction and did not proceed with the purchase.
35. Pursuant to the rights under the "AS IS" contract, the Plaintiffs terminated the closing and demanded that the Mitzners authorize the Escrow Agent to release their escrow deposit back to them.
36. The Mitzners have refused to authorize the release of the escrow deposit back to the Plaintiffs.

II. THE BARKER CONTRACT

37. As a consequence of the Mitzners misrepresentations the Plaintiffs entered into a second Residential Contract for Sale and Purchase (the "Barker Contract") to purchase another condominium unit owned by Robert Barker and Rachel Barker (the "Barkers") located at 6797 Willow Wood Drive, Unit 6066, Boca Raton, Florida (the "Barker Unit") at the BWCC. A copy of the Barker Contract is attached as Exhibit "H" and incorporated herein.
38. In accordance with the Barkers Contract, paragraph 20, "Additional Terms," the Plaintiffs were required to purchase membership at prevailing rate to BWCC and pay all applicable fees and dues. Furthermore, the Barker Contract is contingent upon Buyer approval at

BWCC and Willow Wood Association.

39. Based on the “Additional Terms” set forth above, the Plaintiffs could not purchase the Barker Unit unless BWCC granted Plaintiff’s application for membership.
40. The Mitzners were aware of the “Additional Terms” paragraph because it was contained in the Exhibit “A” of the “AS IS” contract set forth in paragraph 10 above.
41. The Mitzners knew the Plaintiffs were in contract with the Barkers to purchase the Barker unit.
42. The Mitzners, with malice and the intent to interfere with the Barker Contract, defamed the Plaintiffs by reaching out to BWCC, in distorting and/or not coming forward with true reason their condominium unit “AS IS” contract did not close. The Mitzners intentionally withheld the true facts to BWCC and in future communications with the Ad Hoc Committee and Executive Committee as to the reason the Mitzner Contract did not close by concealment of the truthful facts underlying their contract dispute with the Plaintiffs.
43. The Mitzner’s intended to force the Snyder’s to return the escrow deposit and to prevent the Plaintiffs from closing on the Barker Contract and purchasing the Barker Unit by seeking to induce BWCC, including but not limited to the BWCC Ad Hoc Committee appointed to investigate the actions of the Plaintiffs to deny Plaintiffs’ membership application to BWCC, through wrongful means.
44. The Mitzners were successful in their efforts to prevent the Barker Unit closing.
45. As a result of the Mitzners malicious and retaliatory actions, their behavior is grounds to disqualify them from being Club Members in Good Standing. In fact, the actions of the Mitzners harmed Lessees with Club Privileges which constituted improper conduct likely to endanger the reputation and harmony of BWCC.

46. Attached hereto and made a part hereof as Composite Exhibit “J” are the letters dated May 8, May 26 and May 29, 2020, respectively, from BWCC counsel, detailing the events being investigated against the Plaintiffs which necessarily precluded and terminated the Barker Contract, depriving the Plaintiffs of the ability to purchase the Barker Unit.
47. The Mitzners caused the Plaintiffs to suffer additional reputational damage in the BWCC and Boca Raton community as news spread of BWCC’s denial of the Plaintiffs’ membership for purportedly improper conduct.
48. Accordingly, Plaintiffs were damaged in the loss of their Escrow Deposit, the loss of the ability to purchase the Barker Unit, the loss of membership approval to BWCC, as well as consequential and continuing damages, including but not limited to reputational damage, expenses and attorney’s fees.
49. Paragraph 17 of the “AS IS” contract provides, in pertinent part, that “[i]n any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney’s fees, incurred in conducting the litigation.”
50. Attached as Exhibit “T” is a copy of a Barbara Mitzner email dated June 11, 2020, to Robert Forman, Esquire, wherein Barbara Mitzner emphatically informed Mr. Forman that the Mitzners were “*not going to let this go.*” The attached Exhibit “T” is the beginning of the Mitzners intentional goal in orchestrating a plot in denying the Plaintiffs membership into BWCC. The plot entailed the Mitzners contacting BWCC and requesting BWCC to assist the Mitzners in blocking any future membership approval into BWCC, resulting from the failure of their condominium unit to successfully close. Notwithstanding, the failure of the “AS IS” contract to close, based on the Mitzners failure to obtain the required renovation

permits, does not support the Plaintiffs actions as “harming a Club Member in Good Standing which constituted improper conduct likely to endanger the reputation and harmony of the Club”⁶

51. On or about June 8, 2020, Alan and Leslye Schulman, the SCHULMANS, (as “Buyers”) and the MITZNERs (as “Sellers”) entered into an “AS IS” Residential Contract For Sale and Purchase, (hereinafter referred to as the “SCHULMAN AS IS” Contract) and the SCHULMANS agreed to purchase the condominium from the MITZNERs for a purchase price of One Hundred Twenty Thousand, (\$120,000.00) Dollars with a closing date of August 14, 2020. A copy of the “SCHULMAN’S AS IS” contract and Comprehensive Rider to the Residential Contract for Sale and Purchase- A. Condominium Rider, is attached as Composite Exhibit “J” and incorporated herein.
52. The “SCHULMAN’S AS IS” Residential Contract For Sale and Purchase, is the same [“FloridaRealtors/FloridaBar-ASIS-5x Rev.6/19 © 2017 FloridaRealtors® and The FloridaBar. All rights reserved.”] Contract as Exhibit “A.”
53. The Mitzners, knowing full well that they had a duty to disclose the scope of the renovations conducted in their renovation of their unit, as more specifically described in paragraphs 24, 25 and 28, hereinabove, which absolutely required a permit(s) pursuant to the Code enforcement requirements of Palm Beach County, Florida, *intentionally failed to disclose for a second time* their responsibility to disclose the failure to obtain the required renovation improvement permits.
54. The second failure by the Mitzners in not disclosing the lack of permits characterizes and forms a common plan, scheme and pattern to intentionally defraud not only the SNYDERS

⁶ See Larry Corman, Esquire letter dated May 29, 2020.

but the SCHULMANS as well. ⁷ *The Mitzners did not inform BWCC on their failure to disclose that no building permits were applied for nor obtained.*

55. The attached Composite “K” letters from Larry Corman, Esquire, counsel to BWCC, were sent to the Plaintiffs, the broker involved in the sale of the Barker Unit pursuant to the Barker Contract, indicating the BWCC is investigating alleged “improper conduct engaged in by” the Plaintiffs in connection with a closing of the Mitzner unit. Therein, BWCC asserted if the “allegations regarding your misconduct are substantiated” that BWCC will likely not approve the Plaintiffs membership, based on the bylaws of BWCC's requirement that “Members/Lessees are obligated to engage in conduct that will not endanger the welfare, safety, harmony, or good reputation of the Club.”
56. The May 28, 2020, Larry Corman, Esquire letter to Abigail Wapner, informed Ms. Wapner that BWCC was investigating the Plaintiffs conduct in connection with a real estate transaction with the Mitzners. The letter referred to herein, also informs Ms. Wapner that BWCC’s Executive Committee concluded the Plaintiffs’ actions harmed a Club Member in Good Standing which constituted improper conduct likely to endanger the reputation and harmony of the Club. It further stated “Accordingly, the Club’s Executive Committee has decided to recommend to the Club’s Board that any application from the Snyders’ to become a Member in the Club or a Lessee with Privileges should be rejected.”
57. On or about May 29, 2020, BWCC conducted its monthly Board of Governors meeting, which published its minutes to its BWCC members as well as followers on Google, the details of a “Member Complaint” which describes that the Chairman of BWCC appointed an “Ad Hoc” committee to investigate the complaint against the Plaintiffs. “The Ad Hoc

⁷ The Schulman – Mitzner “AS IS” contract described as Exhibit “I” closed on August 31, 2020 and recorded in OR BK 31689 PG 143-145 of the Public Records of Palm Beach County, Florida.

committee after conducting an investigation filed its report and recommendations, which the Board adopted in the Resolution and more specifically described in the attached Exhibit “L.”⁸

58. Plaintiffs subpoenaed McCabe for deposition Duces Tecum to take place on June 10, 2024. A copy of the subpoena is attached as Exhibit “ X. ” The documents requested were:

- a. A copy of the complete real estate file between Gilbert and Linda Snyder, Buyers, and Marvin and Barbara Mitzner, Sellers, for the real property described as 6875 Willow Wood Drive, Unit 2066, Boca Raton, Florida 33434 a/k/a Willow Wood Midrise, Condominium Unit 2066, including but not limited to the As Is Contract, Addendums, emails, and text messages by and between all interested parties to this transaction.
- b. Copies of all letters, emails and text messages by and between Larry Corman, Esquire, and Mallory McCabe.
- c. Copies of all letters, emails and text messages by and between David Beckerman, Esquire, and Mallory McCabe.
- d. Copies of all letters, emails and text messages by and between Robert Forman, Esquire, and Mallory McCabe.
- e. Copies of all letters, emails and text messages by and between Karen Sussman and Mallory McCabe.
- f. Copies of all letters, emails and text messages by and between Gilbert and Linda Snyder, and Mallory McCabe

59. The only document McCabe brought to the deposition was an unsigned copy of Addendum No.1, a copy which is attached as Exhibit “ c”

60. During the deposition of McCabe, when she was asked questions related to the signatures of the SNYDERS on the Contract Addendum No. 1, McCabe testified that her staff at BWR was in charge in following up with obtaining a fully executed Addendum between the

⁸ The May 29, 2020 BWCC Minutes of the May 29, 2020 meeting were published in late June, 2020.

parties.

61. During the deposition of McCabe, when she was asked questions related to the signatures of the SNYDERS on the Contract Addendum No. 1, McCabe testified that she did not meet with the SNYDER'S to obtain their signatures.
62. Plaintiffs intend to amend its complaint to bring additional actions against the Mitzners for:
 - i.) Tortious Interference with Contract and/or Business Relations;
 - ii.) Breach of Implied Covenant of Good Faith and Fair Dealing; and
 - iii.) Defamation, but does not have any documents within the possession of BWR related to internal procedures to obtain the signatures of the Plaintiffs, how the signatures of the Plaintiffs were executed, which associates, staff members or employees were involved in obtaining the Plaintiffs signatures and whether or not the Plaintiffs gave authority to have their signatures placed on Addendum No, 1.
63. These pieces of information are being concealed by the persons at BWR. It is necessary for the Plaintiffs to know the details of how the Plaintiff's signatures appeared on the Addendum No. 1 to the original contract in order to bring the amended causes of action.
64. The great majority of the information sought by the Plaintiffs to determine whether or not Plaintiffs have the grounds for actions for a.)Tortious Interference with Contract and/or Business Relations; b.) Breach of Implied Covenant of Good Faith and Fair Dealing; and c.) Defamation, is in the care, custody, and complete control of BWR.
65. The Plaintiffs are in need of an Order of this Court requiring BWR to respond to the general discovery information as more particularly described as:
 - a. A copy of the complete real estate file between Gilbert and Linda Snyder, Buyers, and Marvin and Barabara Mitzner, Sellers, for the real property described as 6875 Willow Wood Drive, Unit 2066, Boca Raton, Florida 33434 a/k/a Willow Wood

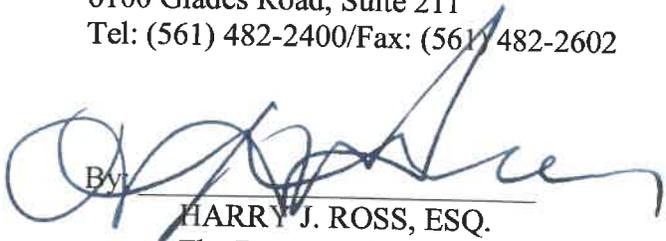
Midrise, Condominium Unit 2066, including but not limited to the As Is Contract, Addendums, emails, and text messages by and between all interested parties to this transaction.

- b. Copies of all letters, emails and text messages by and between Larry Corman, Esquire, and Mallory McCabe and any employee or staff member of Boca West Realty LLC that had any connection to this request.
- c. Copies of all letters, emails and text messages by and between David Beckerman, Esquire, and Mallory McCabe and any employee or staff member of Boca West Realty LLC that had any connection to this request.
- d. Copies of all letters, emails and text messages by and between Robert Forman, Esquire, and Mallory McCabe and any employee or staff member of Boca West Realty LLC that had any connection to this request.
- e. Copies of all letters, emails and text messages by and between Karen Sussman and Mallory McCabe and any employee or staff member of Boca West Realty LLC that had any connection to this request.
- f. Copies of all letters, emails and text messages by and between Gibert and Linda Snyder, and Mallory McCabe and any employee or staff member of Boca West Realty LLC that had any connection to this request.
- g. Copies of all letters, emails and text messages by and between Marvin and Barbara Mitzner and Mallory McCabe and any employee or staff member of Boca West Realty LLC that had any connection to this request.
- h. Copies of all letters, emails and text messages by and between Leslie Kennedy and Mallory McCabe and any employee or staff member of Boca West Realty LLC that had any connection to this request.
- i. Copies of all letters, emails and text messages by and between Abigail Wapner and Mallory McCabe and any employee or staff member that had any connection to this request.
- j. Copies of all letters, emails and text messages by and between Jean Seibold and Mallory McCabe and any employee or staff member that had any connection to this request.

66. The Plaintiffs anticipate filing the amended complaint depending upon reasonable investigation of the matters surrounding the allegations set forth above.
67. Plaintiffs have no way of acquiring and preserving the information sought by the Pure Bill of Discovery for use as evidence and for the development of additional evidence in their amended complaint against the Mitzners, except for the relief sought herein.
68. If the information sought herein is withheld from Plaintiff beyond applicable statute of limitations, an irreparable injury may be sustained by the Plaintiffs.

WHEREFORE, Plaintiff requests that this Court enter an Order providing that BWR respond to general discovery under the Florida Rules of Civil Procedure as might be initiated by Plaintiffs on the subject matter of the events surrounding the Plaintiffs signatures on Addendum No. 1 to the original contract and all events concerning the execution of Addendum No. 1 by BWR who may have knowledge concerning the events described above.

LAW OFFICES OF HARRY J. ROSS
Attorney for Plaintiffs
6100 Glades Road, Suite 211
Tel: (561) 482-2400/Fax: (561) 482-2602

By: 

HARRY J. ROSS, ESQ.
Fla. Bar No. 846228
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hross@hjrlaw.com

NOT A CERTIFIED COPY

EXHIBIT "A"

"AS IS" Residential Contract For Sale And Purchase

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

Y

Realtor

1* **PARTIES:** BARBARA MITZNER and MARVIN MITZNER ("Seller")
2* and GILBERT SNYDER and LINDA SNYDER ("Buyer")
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract");

6 **1. PROPERTY DESCRIPTION:**
7* (a) Street address, city, zip: 6875 WILLOW WOOD DR 2066 BOCA RATON, FL 33434
8* (b) Located in: PALM BEACH County, Florida. Property Tax ID #: 00-42-47-15-10-001-2066
9* (c) Real Property: The legal description is WILLOW WOOD MIDRISE COND 1 UNIT 2066

12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.
15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
19 and other access devices, and storm shutters/panels ("Personal Property").
20 Other Personal Property items included in this purchase are:

22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer
23* (e) The following items are excluded from the purchase: curtains & curtain rods excluded

PURCHASE PRICE AND CLOSING

26* **2. PURCHASE PRICE (U.S. currency):** \$ 130,000.00
27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 3,000.00
28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* (CHECK ONE): (i) accompanies offer or (ii) is to be made within 5 (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 OPTION (ii) SHALL BE DEEMED SELECTED.
32* Escrow Agent Information: Name Robert S Forman
33* Address: 8201 Potters Road Suite 1000 Fort Lauderdale FL 33328
34* Phone: 9547350000 E-mail: bob@rsflaw.com Fax:
35* (b) Additional deposit to be delivered to Escrow Agent within 10 (if left blank, then 10)
36 days after Effective Date \$ 10,000.00
37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8
39* (d) Other:
40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other COLLECTED funds \$ 117,000.00

42 **NOTE:** For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.
43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* 3/6/2020 this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.
48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").
50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on 5/27/2020 ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**
 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
 57 period shall not exceed 10 days.
 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**
 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
 63 Property to Buyer free of tenants, occupants and future tenants. Also, at Closing, Seller shall have removed
 64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
 65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
 66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
 67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
 68 (b) CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is
 69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
 70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
 71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
 72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
 73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
 74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
 75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
 76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

77 **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
 78 this Contract; may assign but not be released from liability under this Contract; or may not assign this
 79 Contract.

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 81 **8. FINANCING:**
 82 (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
 83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
 84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
 85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
 86 (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other
 87 (describe) loan within _____ (If left blank, then 30) days after Effective Date ("Loan Approval
 88 Period") for (CHECK ONE): fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph
 89 2(c)), at an initial interest rate not to exceed _____ % (If left blank, then prevailing rate based upon Buyer's
 90 creditworthiness), and for a term of _____ (If left blank, then 30) years ("Financing").
 91 (i) Buyer shall make mortgage loan application for the Financing within _____ (If left blank, then 5) days
 92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
 93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
 94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.
 95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
 96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
 97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
 98 mortgage broker and lender in connection with Buyer's mortgage loan application.
 99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
 100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
 101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
 102 statements, to Seller and Broker.
 103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.
 104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
 105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
 106 unable to obtain Loan Approval and has elected to either:
 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
 108 (2) terminate this Contract.

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(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(v)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statement
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(i) is checked)
- Other: Compliance Fee \$750.00
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded fees imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

- (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

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- (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ 0.00. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (CHECK ONE):
 - (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
 - (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation of other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

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- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional information at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, 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. Except as otherwise disclosed in writing 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.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**

(a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations.

274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
276 expend, any money.
277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
279 to Buyer.

ESCROW AGENT AND BROKER

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

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

DEFAULT AND DISPUTE RESOLUTION

323
324 **15. DEFAULT:**
325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

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

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 18. **STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

Buyer's Initials GS JBS
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Seller's Initials MM

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

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

420 **F. TIME:** Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

Buyer's Initials Gus XCS
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Seller's Initials MTL
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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this
440 Contract.

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

442 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
443 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
444 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
445 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
446 means.

447 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
448 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
449 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
450 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
451 the survey, flood elevation certification, and documents required by Buyer's lender.

452 (iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's
453 Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTO"), then Buyer
454 shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this
455 Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and
456 report of said information to IRS.

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

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

472 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
473 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
474 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
475 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
476 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
477 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
478 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
479 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment
480 is available, taxes will be prorated based upon such assessment and prior year's millage; if current year's
481 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
482 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
483 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
484 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
485 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
486 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
487 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
488 shall survive Closing.

489 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
490 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
491 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

492 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
493 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
494 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
495 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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Seller's Initials MSM

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

498 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.
502 N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
503 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
504 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
505 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
506 upon, nor extended or delayed by, such Exchange.
507 O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT
508 EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
509 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever
510 the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to
511 the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as
512 if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic
513 (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon
514 shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures,
515 as determined by Florida's Electronic Signature Act and other applicable laws.
516 P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement
517 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
518 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
519 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
520 to be bound by it.
521 Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
522 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
523 rights.
524 R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten
525 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
526 S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or
527 received, including Deposits, have become actually and finally collected and deposited in the account of
528 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents
529 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.
530 T. RESERVED.
531 U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State
532 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
533 county where the Real Property is located.
534 V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
538 from the IRS authorizing a reduced amount of withholding.
539 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
540 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
541 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
542 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
543 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
544 to the IRS.
545 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
546 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
547 reduced sum required, if any, and timely remit said funds to the IRS.
548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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Seller's Initials MM AW

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 558 disbursement in accordance with the final determination of the IRS, as applicable.
 559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 560 8288 and 8288-A, as filed.

561 **W. RESERVED**

562 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*
 563 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
 564 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
 565 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
 566 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*
 567 *Closing.*

ADDENDA AND ADDITIONAL TERMS

568
 569 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 570 Contract (Check if applicable):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input checked="" type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input checked="" type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input checked="" type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> S. Lease Purchase/Lease Option | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| | | <input type="checkbox"/> Other: |

571 **20. ADDITIONAL TERMS:**
 572 1. Seller has Membership in good standing at BWCC
 573
 574 2. Buyer shall purchase membership at prevailing rate to Boca West Country club & pay all
 575 applicable fees and dues.
 576 3. This contract is further contingent upon Buyer approval to Boca West Country Club and
 577 Willow Wood Association.
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 587

COUNTER-OFFER/REJECTION

- 588
 589 Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 590 deliver a copy of the acceptance to Seller).
 591 Seller rejects Buyer's offer.

Buyer's Initials GCS/JS Page 11 of 12 Seller's Initials MM
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592 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
593 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

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

599 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
600 TO BE COMPLETED.

601* Buyer: [Signature] Date: 3/5/20

602* Buyer: [Signature] GILBERT SNYDER Date: _____

603* Seller: [Signature] LYNDY SNYDER Date: Mar 5, 2020

604* Seller: [Signature] BARBARA MITZNER Date: Mar 5, 2020

605* Buyer's address for purposes of notice _____

606* Seller's address for purposes of notice _____

607* _____

608* _____

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

615* Mallory McCabe Karen Sussman
616 Cooperating Sales Associate, if any Listing Sales Associate

617* Soca West Realty Champagne & Parisi Real Estate
618 Cooperating Broker, if any Listing Broker

NOT A

Comprehensive Rider to the Residential Contract For Sale And Purchase

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

If Initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between BARBARA HITZNER and GILBERT SNYDER MARVIN HITZNER and LINDA SNYDER (SELLER) (BUYER) concerning the Property described as 6875 WILLOW WOOD DR 2066

BOCA RATON, FL

Buyer's Initials GLS LKS

Seller's Initials MH LS

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

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

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

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

497.50 payable (CHECK ONE): monthly quarterly semi-annually annually

and if more than one Association assessment

\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

and the current rent on recreation areas, if any, is

\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

(b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

(c) Special Assessments and Prorations:

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows:
- (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.
- (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.
- (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.
- (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.
- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.
- (d) Litigation; Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows:

4. SPRINKLER SYSTEM RETROFIT:

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

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

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

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

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (CHECK ONE): requests does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. BUYER'S RECEIPT OF DOCUMENTS:

(COMPLETE AND CHECK ONLY IF CORRECT) Buyer received the documents described in Paragraph 5, above, on _____.

8. COMMON ELEMENTS; PARKING:

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

Parking Space(s) # _____ Garage # _____ Other: _____

9. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. GOVERNANCE FORM:

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

Comprehensive Rider to the Residential Contract For Sale And Purchase

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

Y. Realtor

When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

BARBARA MITZNER and GILBERT SNYDER (SELLER)
 MARVIN MITZNER and LINDA SNYDER (BUYER)
 concerning the Property described as 6875 WILLOW WOOD DR 2066
 BOCA RATON, FL 33434
 Buyer's Initials GWS Seller's Initials MSL

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

PART A. DISCLOSURE SUMMARY

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

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

Disclosure Summary For Boca West Masters Association (Name of Community)

- AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 5 N/A PER ASSOCIATION. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION, SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER
- YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 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
- 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.
- 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.
- THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE 3/5/2020 BUYER GILBERT SNYDER
 DATE 3/5/2020 BUYER LINDA SNYDER

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART B.

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. **PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:**

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

| | | | | | | |
|-----------|-----|-------|-----|------------------|----|-----------------------------|
| \$ 497.50 | per | Month | for | association dues | to | Willowood Condo Association |
| \$ _____ | per | _____ | for | _____ | to | _____ |
| \$ _____ | per | _____ | for | _____ | to | _____ |
| \$ _____ | per | _____ | for | _____ | to | _____ |

(b) If levied special or other assessments exist as of the Effective Date, or an assessment is levied after the Effective Date and prior to the Closing Date, and any such assessment(s) may be paid in installments, then Seller shall pay all installments due before Closing Date and (CHECK ONE) Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.

The Association or Management Company to which assessments, special assessments or rent/and use fees are due and payable, is/are:

Excel Property Management
Contact Person Frank Tucci Contact person _____
Phone (561) 876-3107 Email frank@excelproperty.com Phone _____ Email _____

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

NOT A

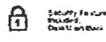
GILBERT L. SNYDER
1080 FIFTH AVENUE, APT. 3A
NEW YORK, NY 10128

1-8
210

1892

DATE March 5, 2010

PAY TO THE ORDER OF Robert Forman Trust Account \$ 3500 ⁰⁰/₁₀₀

Three thousand five hundred ⁰⁰/₁₀₀ DOLLARS 

citibank
CITIBANK, N.A.

MEMO 875 W 42nd Street # 2066 Gilbert L. Snyder

⑆021000089⑆ 03328941⑆ 1892

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EXHIBIT “B”

Residential Full Report

6875 Willow Wood Drive 2066, Boca Raton, FL 33434

List Price: \$130,000
 Type: Condo/Coop
 List Price/SqFt: 123.8
 County: Palm Beach

MLS#: RX-10570948 St: Active
 Orig LP: \$155,000 Range Price:
 Area: 4660 Geo Area: PB03

Legal Desc: WILLOW WOOD MIDRISE COND I UNIT 2066



Subdivision: WILLOW WOOD
 Development Name: BOCA WEST
 Model Name: Parcel ID: 00424715100012066 Front Exp: North
 Waterfront: Yes Waterfrontage: Garage Spaces: 0
 Lot SqFt: Multiple Ofrs: Carport Spaces:
 Acptd: Private Pool: No
 Taxes: 758.89 REO: No
 HOPA: Hopa Tax Year: 2018 Short Sale
 Zoning: res Special Addendum: No
 Year Built: 1980 Assessment: No Short Sale: No
 Membership Fee Required: Yes Owner/Agent: No
 Membership Fee Amount: 70,000
 Elementary School: Whispering Pines Elementary School
 Middle School: Omni Middle School
 High School: Spanish River Community High School

Virtual Tour: [Click to View](#)

| | | | | | | | |
|-------------|---------|-------|--------|----------------|---------|------------------------|------------------|
| Kitchen | 12 X 7 | Patio | 12 X 6 | Bedroom 2 | 12 X 11 | LivSqFt: 1,050 | Bedrooms: 2 |
| Living Room | 23 X 12 | | | Master Bedroom | 15 X 12 | SqFt - Total: 1,128 | Baths - Full: 2 |
| | | | | | | SqFt Source: Tax Rolls | Baths - Half: 0 |
| | | | | | | Guest Hse: | Baths - Total: 2 |
| | | | | | | Yr Built: 1980 | Pets Allowed: No |
| | | | | | | Builder Name: | |

| | | | |
|------------------------------|-------------------------------|--------------------|-----------------------|
| HOA/POA/COA (Monthly): 497.5 | Bldg #: 2000 | Land Lease: | Mobile Home Size: |
| Governing Bodies: HOA | Total Floors/Stories: 8 | Recreation Lease: | Decal #: |
| Homeowners Assoc: Mandatory | Total Units in Bldg: 46 | Min Days to Lease: | Serial #: |
| Lease Times p/Year: | Ttl Units in Complex: | | Brand Name: |
| Application Fee: 100 | Unit Floor #: 6 | | Total Assessed Value: |
| | Membership Fee Amount: 70,000 | | |

Directions: Main entrance to Boca West is on Glades Road between Jog Road & the Florida Turnpike

Showing Instructions: Appointment Only; Combo Lockbox; Schedule Online; Security Gate; See Brokers Remarks

| | | | |
|-------------------|--------------------------------|-------------------------------------|-----------------|
| LO: 276530262 | Champagne & Parisi Real Estate | 561-998-9015 | |
| LM: 60619976 | Karen L Sussman | 561-866-6325 | ks@bocahome.com |
| Com/BuyerAgt: 3% | Comm/Non-Rep: 3% | Trans Brk: 3% | Bonus: No |
| Var/Dual Rate: No | List Type: Ex Ri | List Off Agency: Transaction Broker | LD: 10/18/2019 |

Owner Name: MITZNER
 Broker Only Remarks: Easy to show Schedule online. Text 561-866-6725 for gate access. Stackable washer/dryer can be added to the front close
 Any Broker Advertise: Yes

Design: View: Golf; Lake
Construction: CBS Waterfront Details: Lake
Unit Desc: Interior Hallway; Lobby; On Golf Course Cooling: Central; Electric
 Heating: Central; Electric
Flooring: Laminate Security: Gate - Manned; Security Patrol
Furnished: Unfurnished Membership: Club Membership Req; Equity Purchase Req; Golf Equity Avlbl; Golf
Dining Area: Dining-Living Purchase; Tennis Mmbrshp Avlbl
Master Bedroom/Bath: Combo Tub/Shower Utilities: Cable; Electric; Public Sewer; Public Water
Window Treatments: Sliding Special Info: Sold As-Is
ADA Compliant: Accessible Elevator Installed; Terms Considered: Cash; Conventional
Wide Hallways Parking: Assigned; Guest
Restrict: Buyer Approval; Tenant Approval Taxes: No Homestead
Rooms: Storage

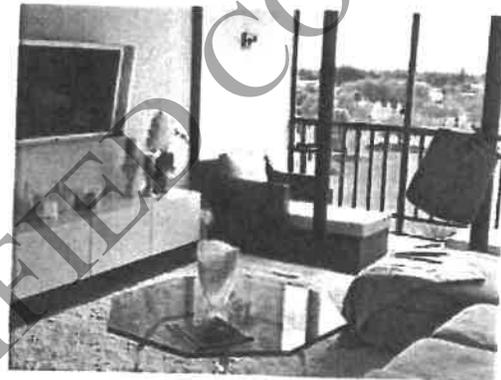
Equip/Apppl: Dishwasher; Disposal; Microwave; Range - Electric; Refrigerator; Smoke Detector; Wall Oven; Water Heater - Elec
 SubdInfo: Basketball; Clubhouse; Common Laundry; Exercise Room; Golf Course; Lobby; Manager on Site; Pickleball; Picnic Area; Pool;
 Putting Green; Sauna; Sidewalks; Spa-Hot Tub; Tennis; Whirlpool
 Interior: Elevator; Split Bedroom
 Exterior: Screened Balcony
 Maintenance Fee Incl: Cable; Common Areas; Elevator; Insurance-Bldg; Laundry Facilities; Maintenance-Exterior; Management Fees;
 Manager; Parking; Reserve Funds; Roof Maintenance; Security; Sewer; Trash Removal; Water
 Original List Price: \$155,000

Days On Market: 183 Cumulative DOM: 183
 Sold Price: Sold Price Sqft: Under Contract Date:
 Buyer Office: Terms of Sale: Sold Date:

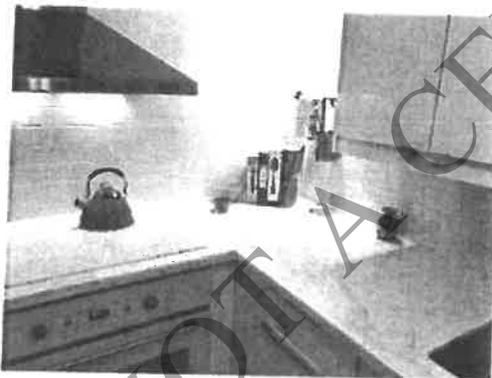
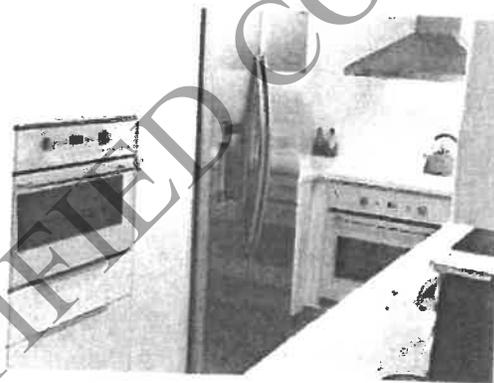
Buyer Agent:

Public Remarks: Gorgeous 2 bed, 2 bath condo with lake & golf course views. This condo has been totally remodeled from top to bottom. Boca West is America's #1 exclusive, residential country club community. The award winning amenities include 4 championship golf courses, 30 tennis courts, 8 pickleball courts, a world class health spa, state of the art fitness center, sprawling resort pool & 9 gourmet dining venues. There is a one time fee of \$70,000 to become a member of this private club. Live the luxe life at Boca West.

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Photos for MLS # RX-10570948

6875 Willow Wood Drive 2066, Boca Raton, FL 33434

\$130,000

Exterior



golf & lake views



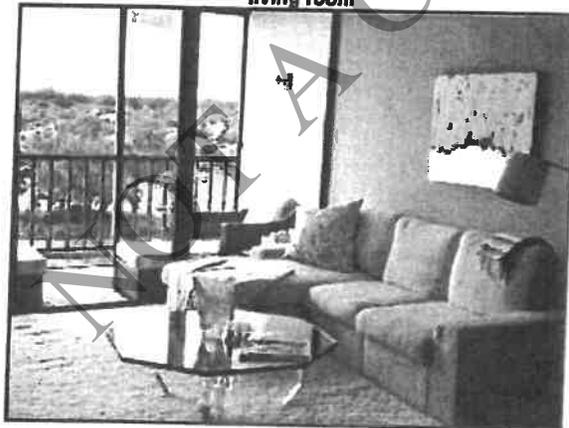
living room



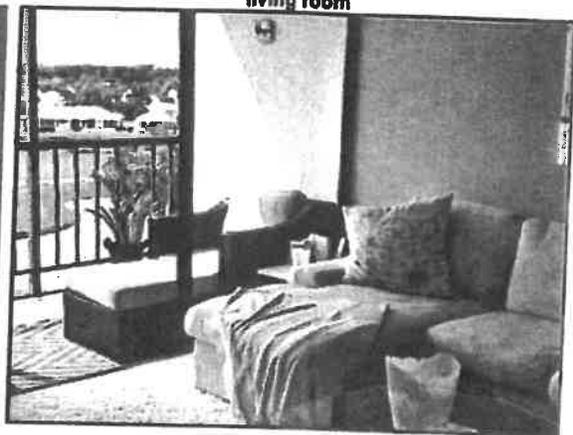
living room



living room

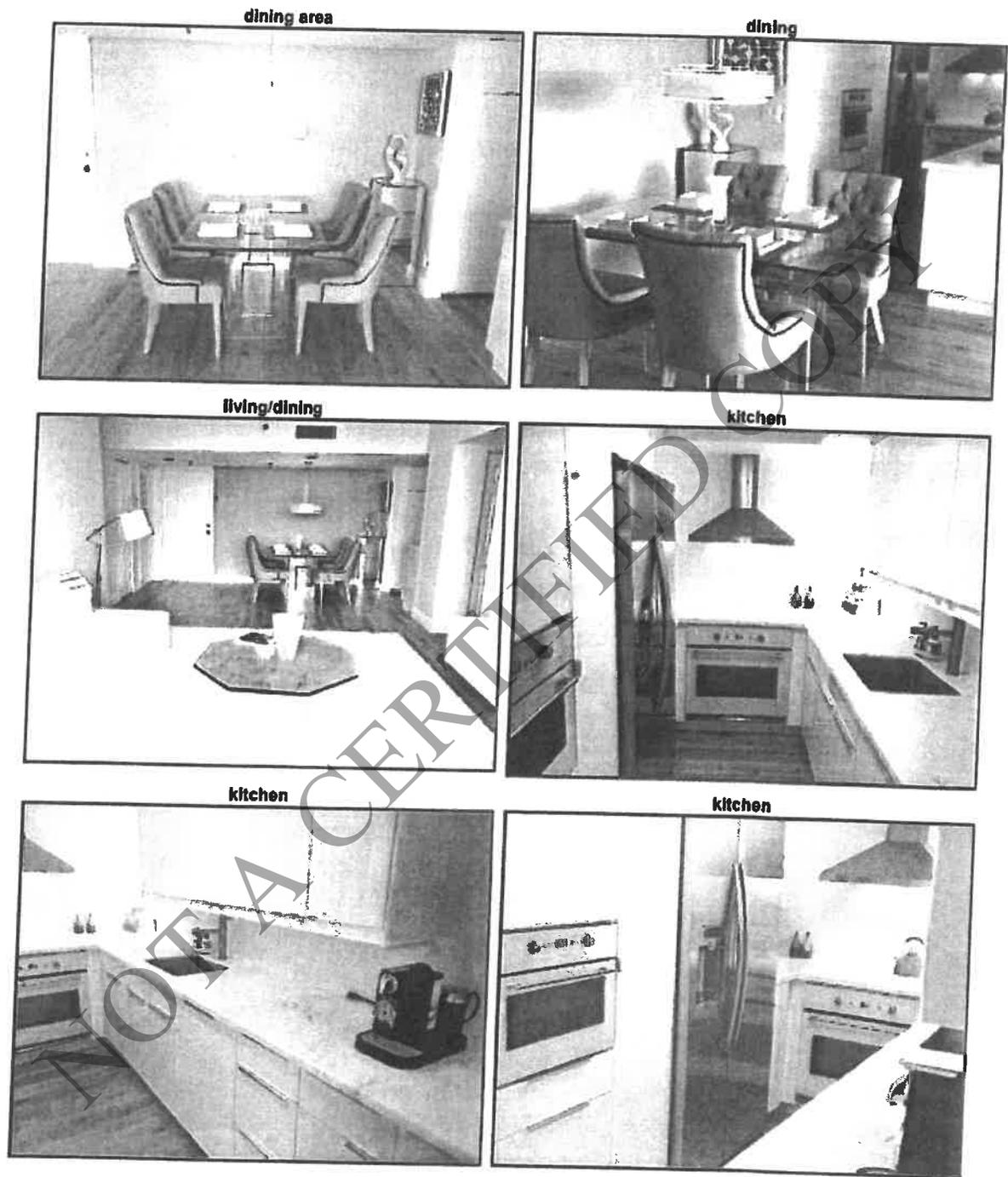


living room



MLS # RX-10570948 6875 Willow Wood Drive 2066, Boca Raton, FL 33434

\$130,000



MLS # RX-10570948

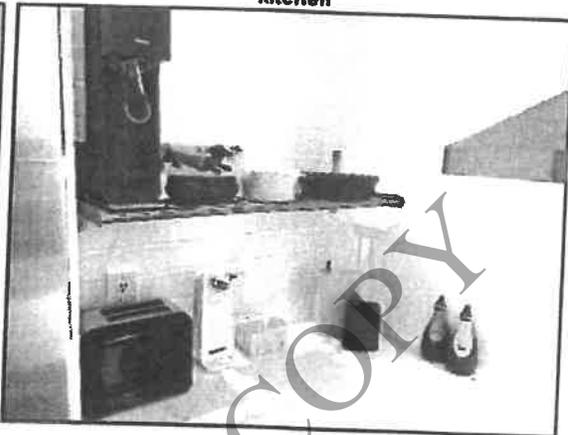
6875 Willow Wood Drive 2066, Boca Raton, FL 33434

\$130,000

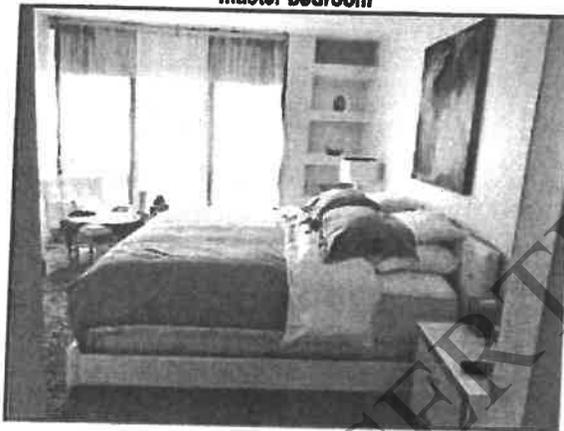
kitchen



kitchen



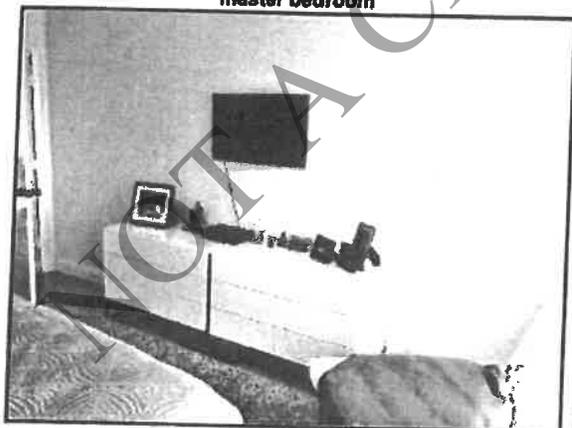
master bedroom



master bedroom



master bedroom



master bedroom



MLS # RX-10570948

6875 Willow Wood Drive 2066, Boca Raton, FL 33434

\$130,000

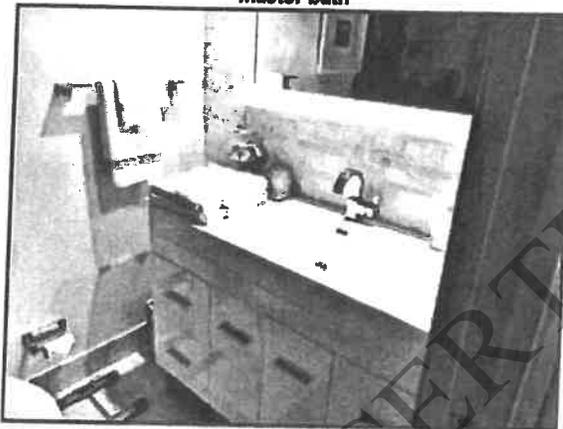
master bedroom



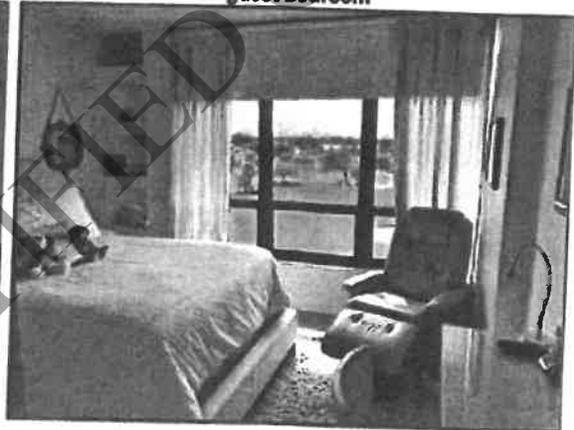
view from master



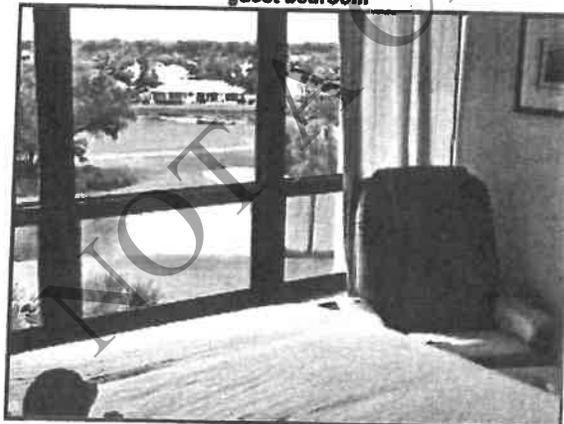
master bath



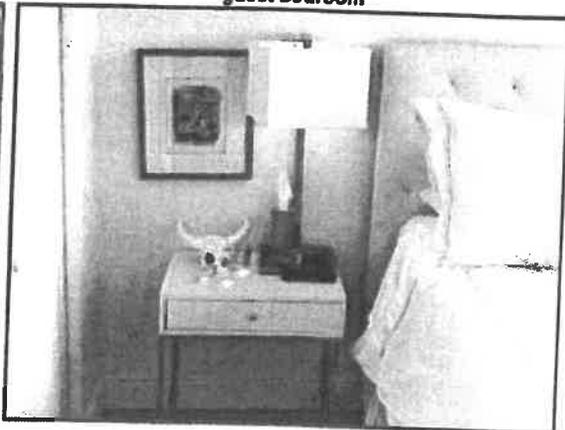
guest bedroom



guest bedroom



guest bedroom

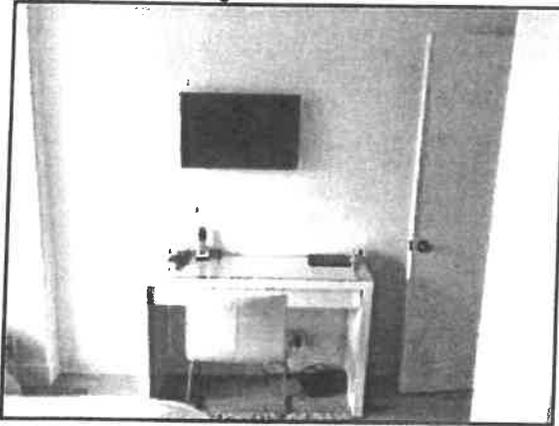


MLS # RX-10570948

6875 Willow Wood Drive 2066, Boca Raton, FL 33434

\$130,000

guest bedroom



guest bedroom



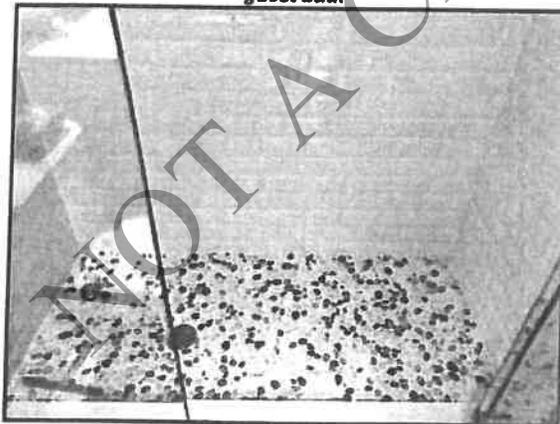
guest bedroom



guest bath



guest bath



Willow Wood pool



MLS # RX-10570948 6875 Willow Wood Drive 2066, Boca Raton, FL 33434

\$130,000

Golf course



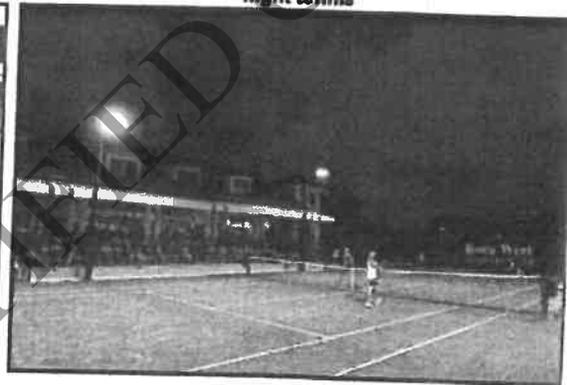
course



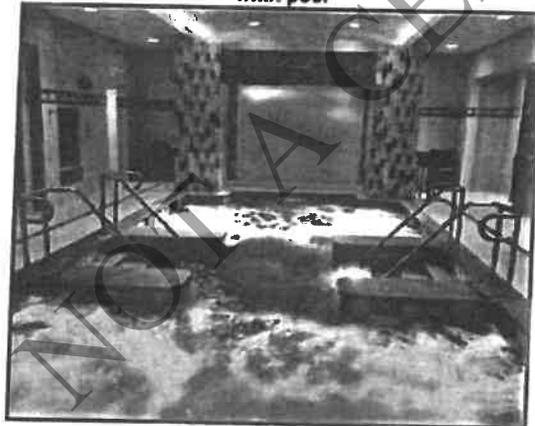
golfers



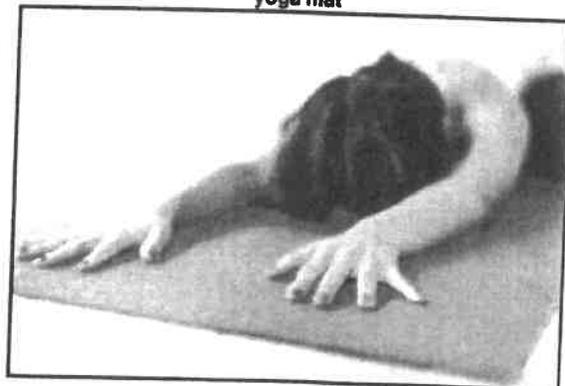
night tennis



whirl pool



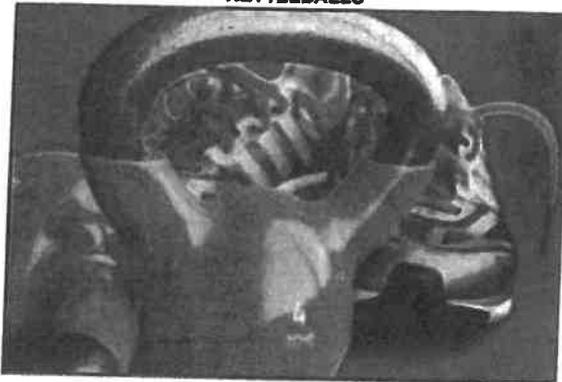
yoga mat



MLS # RX-10570948 6875 Willow Wood Drive 2066, Boca Raton, FL 33434

\$130,000

KETTLEBALLS



spa



pro shop



aquatic center



gourmet dining venues



willow wood bldg



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EXHIBIT "C"

**PALM BEACH COUNTY AMENDMENTS TO THE
FLORIDA BUILDING CODE, 5th EDITION (2014)**



**FLORIDA BUILDING CODE -
BUILDING VOLUME
CHAPTER 1, ADMINISTRATION**

**TECHNICAL AMENDMENTS
FLORIDA BUILDING CODE - BUILDING VOLUME
SECTION 1609.1, WIND LOADS & MAPS**

**FLORIDA BUILDING CODE -
CONSTRUCTION BUILDING CODES
FOR TURF & LANDSCAPE IRRIGATION SYSTEMS**

EFFECTIVE JULY 27, 2015

Palm Beach County Planning, Zoning & Building Department – Building Division
2300 North Jog Road, West Palm Beach, Florida 33411
Phone: (561) 233-5100 Fax: (561) 233-5020

proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

104.12 Requirements not covered by this code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the building official.

SECTION 105 PERMITS

105.1 Required. Any contractor, owner, or agent authorized in accordance with Florida Statute Chapter 489 who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical, plumbing, fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit(s).

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the building official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The building official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times or such records shall be filed with the building official as designated. The building official is authorized to revoke such permit, if code violations are found to exist.

105.1.3 Food permit. As per Section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code and requirements of Article 18 of the ULDC. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.
2. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work, with no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the building official, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. Repairs and maintenance: Repair or replacement of like common household electrical fixtures, switches, and outlets on the load side of the electrical source. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new

material, such work shall be considered as new work and a permit shall be required and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets. This does not include water heaters.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official. Notification shall be given to the building official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2 Minor repairs. Ordinary minor repairs or installation of replacement parts may be made with the approval of the building official, without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application in writing on a form furnished by the Building Division for that purpose. Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on

applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure. An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Florida Building Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See Florida Statutes, Section 471.003(2)(h). Any electrical or plumbing or air conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system requires an electrical system with a value of over \$125,000 and requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.

NOTE: It was further clarified by the Florida Building Commission that systems exceeding the limiting factor of 240 volts are required to be designed by an Engineer.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned, becoming null and void six months after the date of filing, or for any six month period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding three months each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the

administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removing or disposing of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date

of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data, mirroring that as required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be issued by the building official for the construction, alteration, or relocation of any building impacting any street, alley or public lane, unless the applicant has received a right of way permit from the authority having jurisdiction over the right of way.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other federal, state and local laws, ordinances, codes and regulations. Permits presuming to give authority to violate or cancel the provisions of this code or other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.5 Expiration.

105.5.1 If work has commenced and the permit is revoked, becomes null and void or expires because of lack of progress or abandonment, a new permit, or revalidation of the original permit, covering the proposed construction shall be obtained before proceeding with the work.

105.5.2 If a new permit, or revalidation of the original permit, is not obtained within six months from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued upon application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.5.3 Work shall be considered to be in active progress when the permit has received an approved inspection within six months. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted

due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.5.4 The fee for renewal, reissuance, and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.6 Denial or Revocation of permits Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building or structure, is found by the enforcing agency to be not in compliance with the Florida Building Code, the enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the building official finds that the plans are not in compliance with the Florida Building Code, the building official shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the enforcing agency. The enforcing agency shall provide this information to the permit applicant.

105.6.1 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The building official may require correction or revoke the permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

Refer to Section 105.3.6 "Asbestos Removal Contractor Exemption" of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment for the prevention of termites is completed, supplying one copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment for the prevention of termites. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel of the structure where the treatment is being performed.

105.12 Work starting before permit issuance. Upon written request and approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. This provision only applies to the Florida Building Code, all other agency approvals necessary for construction must be secured prior to this provision being applied.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes. This provision only applies to the Florida Building Code, all other agency approvals necessary for construction must be secured prior to this provision being applied.

105.14 Permit issued on basis of an affidavit. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the building official, are hazardous or complex, the building official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall inspect such work. The building official may without any examination or inspection, accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed. In addition, they shall certify conformity to the permit, and upon completion of the structure,

electrical, gas, mechanical or plumbing systems make and file with the building official written affidavit that the work has been done in conformity to the reviewed plans and that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the building official. The building official shall ensure that any person conducting plan reviews is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 107.6).

Exception: Permits issued on the basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single family detached residential structures that is located in the wind borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structures is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or Florida Building Code, Residential Volume, for new construction shall be provided.

Exception: Single-family residential structures permitted subject to the Florida Building Code are not required to comply with this section, unless constructed as a partially enclosed structure without opening protection.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building official, or other official or entity, may not require as a condition of issuance of a one or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, Florida Statutes, or as defined in the Florida Building Code.
2. A change of occupancy as defined in the Florida Building Code.
3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes, or as defined in the Florida Building Code.
4. A historic building, as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building official, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a) above.

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a) above.
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a) above.
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20 through 933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the Florida Department of Business and Professional Regulation under Part II of Chapter 489, Florida Statutes.

(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.

(2) Notwithstanding any provision of this code, this section applies to low-voltage alarm system projects for which a permit is required by a local enforcement agency.

(3) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, Florida Statutes.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for one (1) year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) below, to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.

(8) A low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect an ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this section are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, Florida Statutes.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 of this code shall not be issued until the floor load signs, required by Section 106.1 of this code, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, a statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes, & Florida Administrative Code (FAC) Rule 61G15 Florida Administrative Code or Chapter 481, Florida Statutes, & Rule 61G1 FAC. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the building official, in a format acceptable to the building official, and may require only one set of submittals.



ITEMS NOT REQUIRING A PERMIT

Section 105 of the Palm Beach County Amendments to the Florida Building Code requires permits for most construction-related work. Various improvements to real property may not require a Building Permit or Zoning review. Some may require only a Zoning review and are exempt from inspection and Building Code review. These improvements are termed Type 1- Site Plan Review Permits. The work exempted must still be constructed in accordance with minimum code standards. Other improvements for certain structures on actively functioning farms, are subject to agricultural exemption from Building Code enforcement by Florida Statute.

ITEMS NOT REQUIRING A PERMIT

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| <p>A/C – Replacement of an existing window unit w/an existing dedicated electrical outlet.</p> <p>AC / Heating – Repair of existing system and/or replacement of any part that does not alter the system listing or make it unsafe.</p> <p>Ceiling Fan – Replacement of existing fan using existing fan box and wiring.</p> <p>Ceramic Tile – Remove and replace (Not installed on Fire Rated assemblies).</p> <p>Dishwasher – exact replacement; same wattage.</p> <p>Door – Replacement of any exterior door (excluding overhead doors) within the existing jam once in a 12-month period. (1 & 2 Family Dwellings only)</p> <p>Door – Remove and replace any interior residential door within the individual unit in the same location.</p> <p>Driveway – Sealcoat asphalt (1 & 2 Family Dwellings only)</p> <p>Drywall – Minor repairs if value of work is under \$1,000 (1&2 Family Dwellings, Not involving Fire-Rated Assemblies)</p> <p>Faucet – Replace existing (not involving removal of drywall)</p> <p>Fence – Minor repair or exact replacement of a existing permitted fence up to \$1000.00 fair market value, excluding pool barriers.</p> <p>Gutters and Leaders on 1 & 2 Family Dwellings.</p> <p>Kitchen cabinet - Exact replacement only with no change in configuration of electrical or plumbing (1&2 Family Dwellings).</p> <p>Light Fixtures – Replace "like for like" in existing lighting outlet 1&2 Family Dwellings Only)</p> | <p>Outlet or switch – Replace existing outlet or switch with appropriate type within existing junction box.</p> <p>Painting</p> <p>Pavers, sand set that are not a pool/spa deck or within five feet of a pool, (1 & 2 Family Dwellings Only) excluding driveways or turnouts.</p> <p>Playground equipment, Manufactured - Site-built play enclosures less than 6' X 6' X 6' (1&2 Family Dwellings Only) (Uses must still meet accessory setback requirements)</p> <p>Portable / Manufactured Pool or Spa – Less than 24 inches deep</p> <p>Roof – Minor repair of existing roof covering less than \$1000.00 fair market value</p> <p>Satellite Dish Antennas – Residential 1 meter or less in diameter. Commercial 2 meters or less in diameter.</p> <p>Screen room –Rescreening to \$1000.00 value</p> <p>Siding – Minor repair to existing under \$1000.00 value</p> <p>Sink – Exact replacement in same location only</p> <p>Soffit or Fascia – Minor repair or replacement up to \$1000.00 in value, which does not involve structural members</p> <p>Stucco – Minor repair of existing stucco finish if value of work is under \$1000.00</p> <p>Water Closet – Replacement in same location</p> <p>Water Heater – Repair or replace heating elements.</p> <p>Window – Repair within existing frame if value of work is under \$1000.00</p> <p>Wood Deck –Minor replacement of existing decking under \$1000.00 (1 & 2 Family Dwelling Only)</p> |
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This table is a concise guide to Palm Beach County Building Division Policies and local Building Codes. In the event of a conflict between this document and a specific rule or regulation, the law shall control.

All work must comply with all applicable current codes and standards.

AGRICULTURAL EXEMPTIONS

Non-Residential Buildings on Farms – Zoning and Floodplain Approvals Required Refer to PZB-PPM MD-RI-002

Site Plan Review Permits

- Court Surfaces – (1 & 2 Family Dwellings)
- Driveway, Parking, Resurfacing, Repaving (1 & 2 Family Dwelling only) No expansion of paved area, or in R.O.W.
- Fence – (1 & 2 Family Dwelling), except zero lot line, safe site corners and pool barrier
- Flag Poles – (Less than 20 feet high)
- Painted Walls Signs
- Slab – (1 & 2 Family Dwelling) – Not for Future Structure and not including footers or located within 5 feet of a pool
- Planters – Less than 3 feet in height
- Accessory Enclosure (sheds) – Max. 6'x6'x 6'H for Single Family Dwelling Only

This table is a concise guide to Palm Beach County Building Division Policies and local Building Codes. In the event of a conflict between this document and a specific rule of regulation, the law shall control.

All work must comply with all applicable current codes and standards.

You may also visit our website at www.pbcgov.com/pzb/building

Permit Center or One Stop permitting to view and download Building Division's most used forms, applications, variances, links and additional resources for your permitting needs.

Fees - To view the current construction permit fee schedule for permit fees.

Codes - To view the currently adopted technical standards for construction in Palm Beach County.

Contractor Tracking - To track particular contractors who are certified within Palm Beach County.

Product Approval - Statewide and local information.

Permit Tracking - After issuance or to request or review inspection history, you may select Permit Tracking or Plan Review Tracking. You will need your permit number or a plans review to track.

Inspection information - To find inspection codes and phone numbers to schedule your inspection.

Flood Information - How to find your flood zone, Flood Damage Prevention Ordinance

Technical Amendments - Shed Prescriptive Design

Surge Arca Mapping Systems - Hurricane evacuation zone and evacuation information.

ITEMS NOT REQUIRING A PERMIT

The Permit Center hours are Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays. The last sign in for Permit Application is 4:30 p.m.

The South County Office is open for pick up and drop off services only. The hours of operation are Monday and Thursday 8:00 a.m. - 12:00p.m.

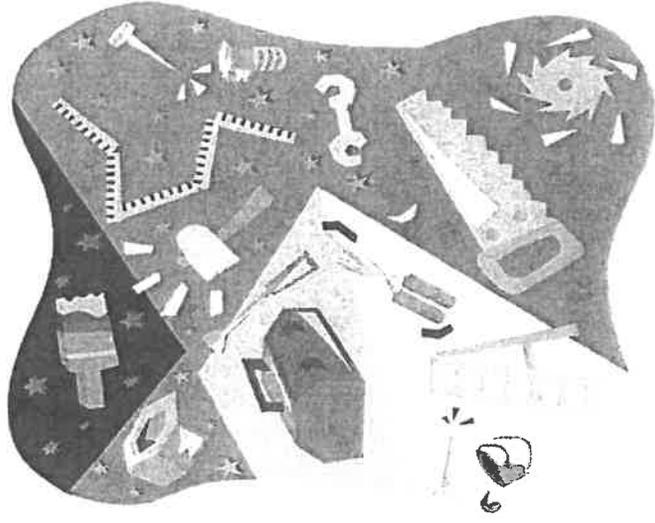
and
1:00p.m. -5:00 p.m.



Palm Beach County
Board of County Commissioners

Main County Office
2300 N. Jog Road
West Palm Beach, Florida 33411
561-233-5101

South County Office
345 S. Congress Avenue, Suite 102
Delray Beach, Florida 33445
561-276-1284



Planning, Zoning &
Building Department

Building Division
561-233-5100

Section 105 of the Palm Beach County Amendments to the Florida Building Code requires permits for most construction-related work. Various improvements to real property may not require a Building permit or Zoning review. Some may require only a Zoning review, and are exempt from inspection and Building Code review. These improvements are termed Type 1 - Site Plan Review Permits. The work exempted must still be constructed in accordance with minimum code standards. Other improvements for certain structures on actively functioning farms are subject to agricultural exemption from Building Code enforcement by Florida Statute.

ITEMS NOT REQUIRING A PERMIT

- A/C** - Replacement of an existing window unit with an existing dedicated electrical outlet.
- AC/Heating** - Repair of existing system and/or replacement of any part that does not alter the system listing or make it unsafe.
- Ceiling Fan** - Replacement of existing fan using existing fan box and wiring.
- Ceramic Tile** - Remove and replace (not on fire-rated assemblies).
- Dishwasher** - Exact replacement; same wattage.
- Door** - Replacement of any exterior door (excluding overhead doors) within the existing jam; once in a 12-month period (1 and 2 family dwellings only).
- Door** - Remove and replace any interior residential door within the individual unit in the same location.
- Driveway** - Scalcoat asphalt (1 and 2 family dwellings only).
- Drywall** - Minor repairs if value of work is under \$1,000 (1 and 2 family dwellings only, not involving fire-rated assemblies).
- Faucet** - Replace existing (not involving removal of drywall).
- Fence** - Minor repair or exact replacement of a permitted fence up to \$1,000 fair market value, excluding pool barriers.

Gutters and Leaders - On 1 and 2 family dwellings.

Kitchen cabinet - Exact replacement only with no change in configuration of electrical or plumbing (1 and 2 family dwellings).

Light Fixtures - Replace "like for like" in existing lighting outlet (1 and 2 family dwellings only).

Outlet or switch - Replace existing outlet or switch with appropriate type within existing junction box.

Painting

Pavers - Sand set that are not a pool/spa deck or within five feet of a pool (1 and 2 family dwellings only), excluding driveways or turnouts.

Playground equipment, Manufactured - Site-built play enclosures less than 6' x 6' x 6'H (1 and 2 family dwellings only). (Uses must still meet accessory setback requirements.)

Portable/Manufactured Pool or Spa - Less than 24 inches deep.

Roof - Minor repair of existing roof covering less than \$1,000 fair market value.

Satellite Dish Antennas - Residential 1 meter or less in diameter. Commercial 2 meters or less in diameter.

Screen room - Rescreening to \$1,000 value.

Siding - Minor repair to existing under \$1,000 value.

Sink - Exact replacement in same location only.

Soffit or Fascia - Minor repair or replacement up to \$1,000 in value, which does not involve structural members.

Stucco - Minor repair of existing stucco finish, if value of work is under \$1,000.

Water Closet - Replacement in same location.

Water Heater - Repair or replace heating elements.

Window - Repair within existing frame, if value of work is under \$1,000.

Wood Deck - Minor replacement of existing decking under \$1,000 (1 and 2 family dwelling only).

AGRICULTURAL EXEMPTIONS

Non-residential Buildings on Farms - Zoning Approval is required.

For additional information refer to PZB-PPM MD-RI-002.

SITE PLAN REVIEW PERMITS

- Court Surfaces - (1 and 2 family dwellings).
- Driveway, Parking, Resurfacing, Repaving (1 and 2 family dwelling only). No expansion of paved area, or in R.O.W.
- Fence - (1 and 2 family dwelling), except zero lot line, safe site corners and pool barriers.
- Flag Poles - Less than 20 feet high.
- Painted Walls Signs
- Slab - (1 and 2 family dwelling) - Not for future structure, and not including footers or located within 5 feet of a pool.
- Planters - Less than 3 feet in height.
- Accessory Enclosure (sheds) - Max. 6' x 6' x 6'H for single-family dwelling only.

This list is a concise guide to Palm Beach County Building Division Policies and local Building Codes. In the event of a conflict between this document and a specific rule or regulation, the law shall control. All work must meet current code standards.

NOTE:

If you are proposing any other type of improvement or replacement to your home that is not identified on this list, please contact the Building Division, Permit Center Help Desk at 561-233-5120.

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EXHIBIT "D"

I have enclosed a check for \$428.00 non-refundable application fee (tax inclusive). I hereby apply for admission to the Membership of Boca West Country Club:

PLEASE TYPE OR PRINT CLEARLY AND CAREFULLY

Your responses are important and your consent is given to the Club's further inquiry as necessary.

Name Snyder Gilbert L
Last First Middle Initial

Cell Phone _____ Email gsnyder@NYC.R.com

Marital Status Married Single Title Dr. Mr. Mrs. Ms. Miss

Social Security Number _____ Date of Birth 3/9/35

Spouse/Companion Snyder Linda
Last First Middle Initial

Cell Phone 917-678-3991 Email gsnyder@NYC.R.com

Social Security Number _____ Date of Birth 8/14/42

Boca West Address 6875 Willow Wood Drive Boca Raton, Florida 33434
Number/Street

Village and Unit # Willow Wood Drive # 2066 Phone () _____

Other Address 1080 5th Avenue - 3A
Number/Street

City/State New York NY Zip 10128-0102 Phone (212) 534-2328

Business Address _____
Number/Street

City/State _____ Zip _____ Phone () _____

Nature of Business _____
(If retired, please indicate and provide previous occupation information)

Position _____ Number of Years _____

Billing information mailed to: Boca West Business Other

Club Magazine mailed to: Boca West Business Other

Please mark the amenities of the Club you will be participating in:

Fitness Aquatics Golf Golf Leagues Tennis Tennis Leagues Bridge

Dining & Social Events Off Property Cultural & Sporting Events

List the names of unmarried children under 23 and unmarried full-time students between 23 and 30 years of age.

Pennter L. Snyder 9/7/77 _____
Name Date of Birth Signature

Are you currently or have you previously been a member of any other country, city or social club? yes If yes, identify by name, address and inclusive dates of membership:

New York Athletic Club NYC 2003 -

Fenway Golf Club - White Plains NY, 1995 -

List club offices held and committee involvement:

Have you ever applied for membership in a club and been refused or asked to withdraw your application? No Have you ever been suspended from a club or was your membership therein ever been terminated? No Please provide explanations.

If applicable, provide the name of one current Boca West Country Club member personally known to you:

Stuart Bluchick

Have you ever been convicted of a felony? Yes No

Credit References (Visa, Mastercard, American Express):

Master Card 1080 5th Avenue - 3rd NYC 10128 Acct. No. _____
Name Address

American Express 1080 5th Avenue 3rd NYC 10128 Acct. No. _____
Name Address

Bank Reference:

Citi 110 Madison Avenue 9th Fl NYC Acct. No. _____
Name Address

The applicant does hereby apply for membership in Boca West Country Club, subject to the recommendation of the Membership Committee and approval by the Board of Governors. The applicant hereby authorizes Boca West Country Club, Inc., about the time of this application and at any time hereafter, to obtain consumer credit report(s), conduct criminal conviction searches and to perform any and all personal and business background inquiries.

The Applicant hereby affirms that all of the information provided in this application is true and fully accurate. Applicant acknowledges that providing any false information either in or in connection with this application constitutes grounds for the membership application to be rejected. If Boca West Country Club determines that the application contains false information subsequent to the approval of the Applicant for membership, Boca West Country Club may revoke the membership and take such further and additional action against the Applicant as authorized by Boca West Country Club's By-laws, Rules and Regulations.

The Applicant, and all family members, tenants and guests of the Applicant shall comply at all times with the terms and provisions of the Articles of Incorporation, By-Laws and Rules and Regulations of Boca West Country Club in effect or as they may be amended from time to time.

In the event of a dispute between parties regarding any of the Applicant's rights or obligations to Boca West Country Club, such Applicant shall be liable for all expenses incurred in connection with said dispute; including without limitation, collection costs, reasonable attorney's fees and court costs. Each applicant and family member agrees that the laws of the State of Florida shall govern all disputes and further agrees that venue for any and all actions shall be in Palm Beach County, Florida.

The undersigned authorizes any person or organization to disclose and release any requested information to Boca West Country Club, or its agents regarding this membership application.

Member's Signature: [Signature]

Date: 3/11/20

Spouse's Signature: [Signature]

Date: 3/11/20

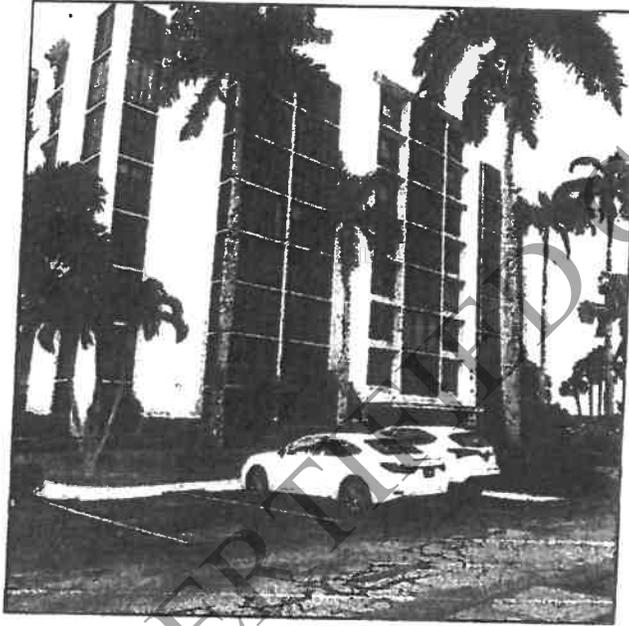
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EXHIBIT "E"

Inspection Report

Gilbert Snyder

Property Address:
6875 Willow Wood Dr Unit 2066
Boca Raton FL 33434



Front View

Florida Inspection Services

Mike Carcise HI 10911

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| | | |
|--|------------------------------------|--|
| Date: 3/11/2020 | Time: 10:30 AM | Report ID: 031120-3 |
| Property: 6875 Willow Wood Dr Unit 2066 Boca Raton FL 33434 | Customer: Gilbert Snyder | Real Estate Professional: Mallory McCabe |

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI) = I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this home or building.

(Repair or Replace) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

In Attendance:
Seller and listing agent, Customer

Type of building:
Condominium

Approximate age of building:
40 Years

Temperature:
75

Weather:
Light Rain

Ground/Soil surface condition:
Damp

Rain in last 3 days:
Yes

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1. KITCHEN

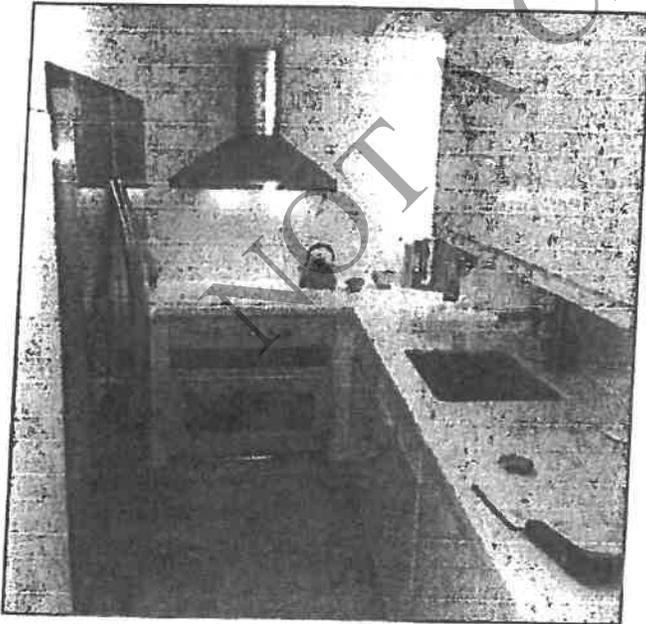
The home inspector shall observe and operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and Permanently installed microwave oven. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable.

| | | IN | NI | NP | RR | Styles & Materials |
|------|-------------------------|----|----|----|----|----------------------------|
| 1.0 | WALLS / CEILING | | | | | Dishwasher Brand IKEA |
| 1.1 | COUNTERS / CABINETS | | | | | Exhaust Range hood IKEA |
| 1.2 | PLUMBING / SINK | | | | | Range/Oven IKEA |
| 1.3 | ELECTRIC / GFCI | | | | | Built in Microwave IKEA |
| 1.4 | DISHWASHER | | | | | Cabinetry Melamine |
| 1.5 | RANGES / OVEN / COOKTOP | | | | | Countertop Granite |
| 1.6 | VENTILATOR | | | | | Refrigerator SANSUNG |
| 1.7 | COMPACTOR | | | | | |
| 1.8 | FOOD DISPOSAL | | | | | |
| 1.9 | MICROWAVE | | | | | |
| 1.10 | WASHER / DRYER / VENT | | | | | |
| 1.11 | REFRIGERATOR | | | | | |

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Comments

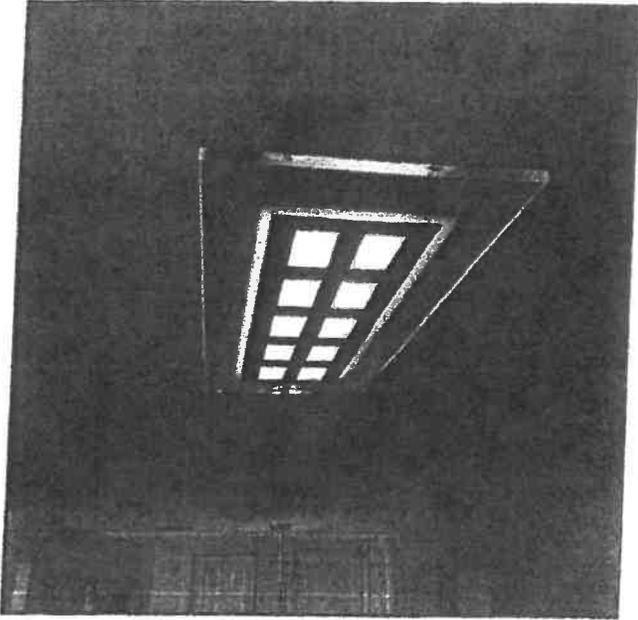
1.1 counters are sealed and in good condition



1.1 Item 1(Picture)

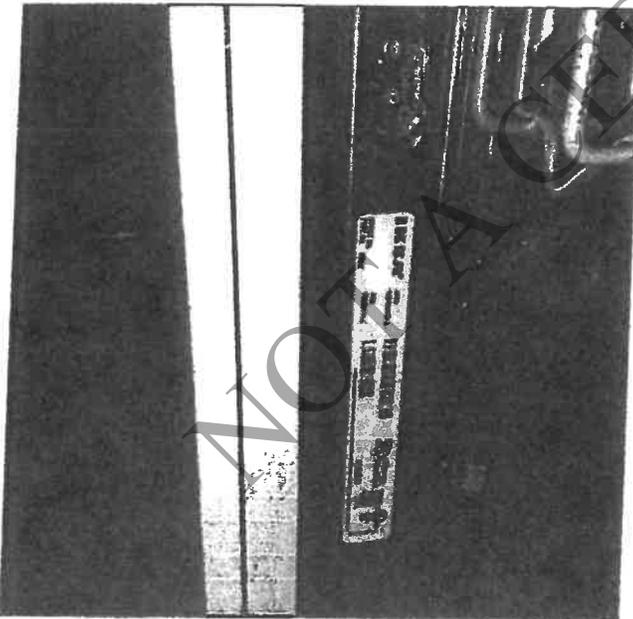
1.2 Ran hot water thru the plumbing for 8-10 minutes to look for leaks. None were found.

1.3 There are strip outlets above the sink. These Should be GFCI rated anywhere within 6 feet of water. Recommend that an outlet be installed or GFCI provisions if the wiring strip is kept. The light fixture in the kitchen throws off allot of unwanted heat. The Fixtures in the kitchen could be replaced to avoid this heat.



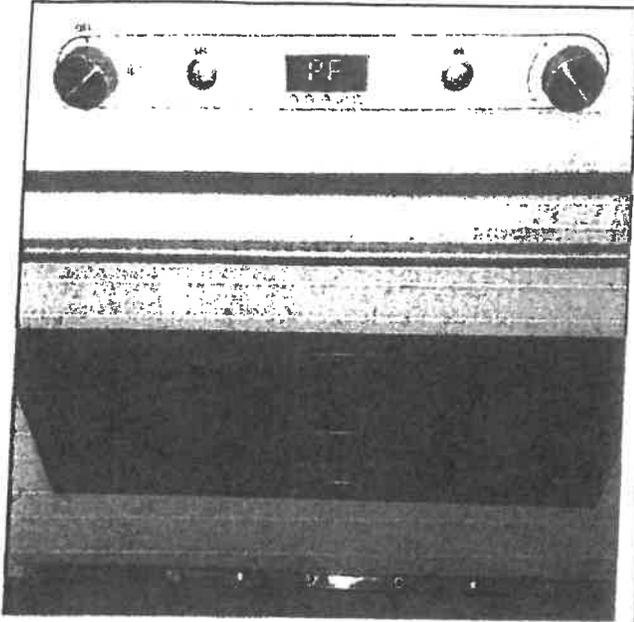
1.3 Item 1(Picture)

1.4 Ikea brand worked as designed.

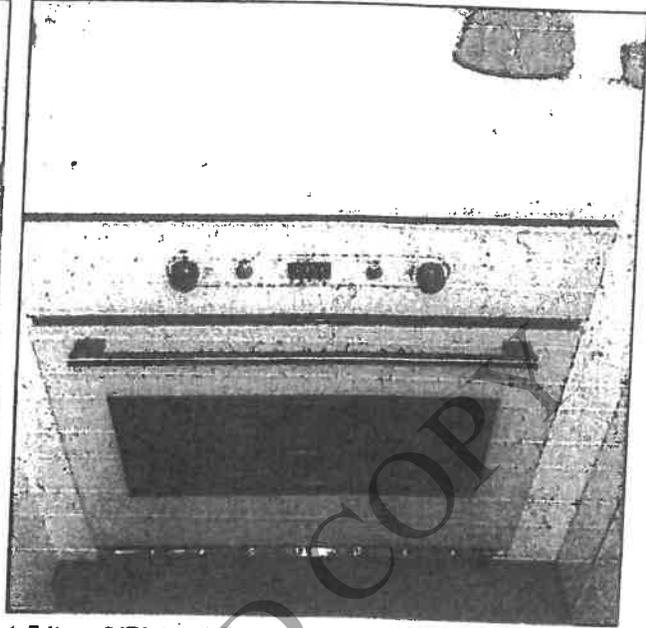


1.4 Item 1(Picture)

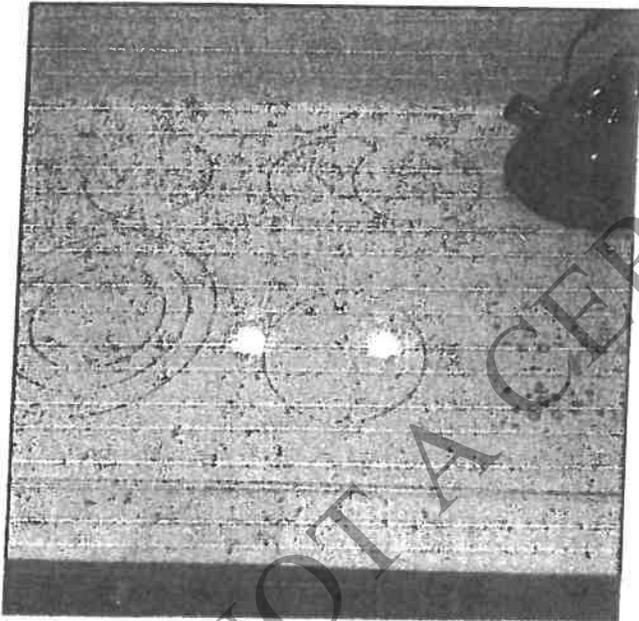
1.5 Oven and the stove top worked as designed when tested.



1.5 Item 1(Picture) Ikea Oven

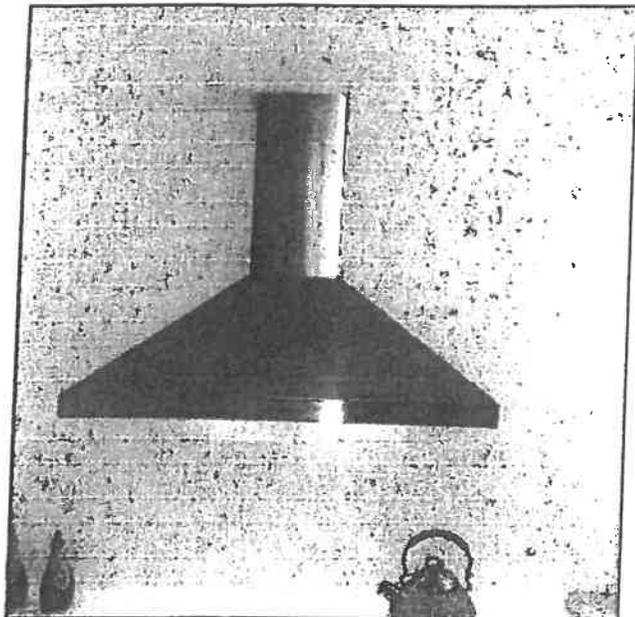


1.5 Item 2(Picture) Ikea stove top



1.5 Item 3(Picture) close up of stove top

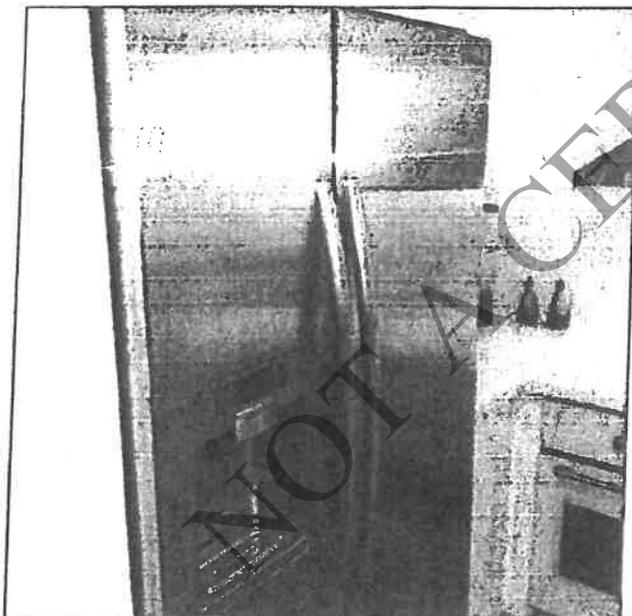
1.6 Ikea fan works as designed.



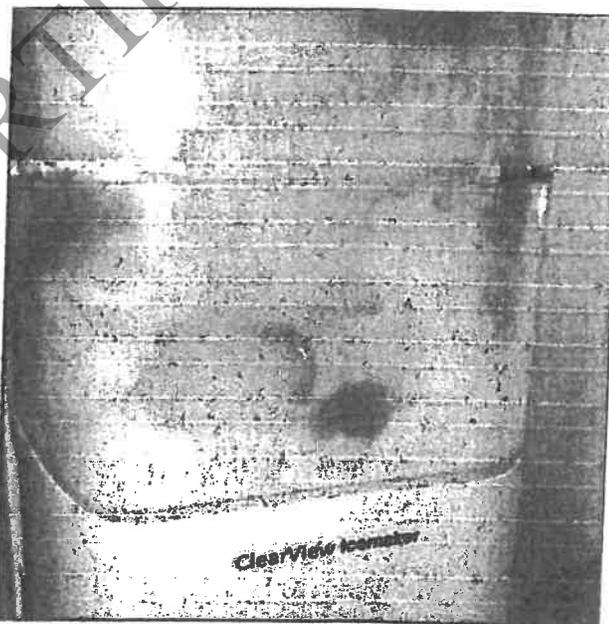
1.6 Item 1(Picture)

1.9 Worked when tested. It is dated 2013

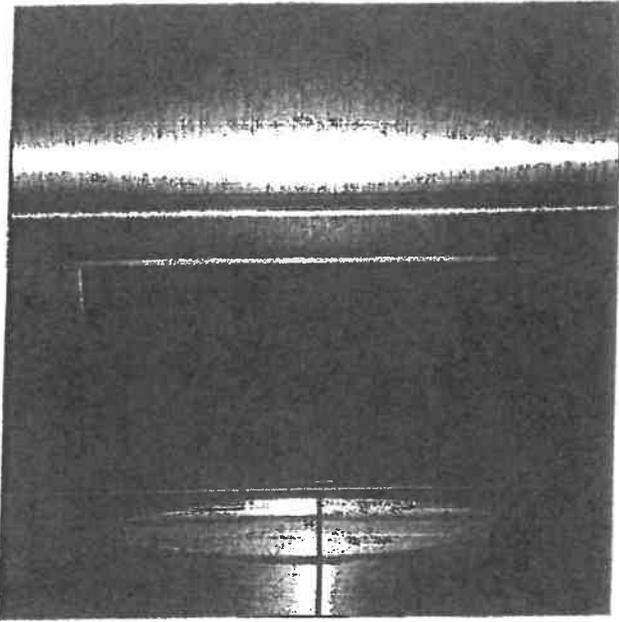
1.11 Samsung refrigerator is dated 2013.



1.11 Item 1(Picture)



1.11 Item 2(Picture) Ice maker is clogged with ice. Clean of old ice to fix.



1.11 Item 3(Picture) shows filter needs maintenance

The built-in appliances of the home were inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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2: INTERIOR ELEMENTS / ROOMS

The home inspector shall observe: Walls, ceiling, and floors; Steps, stairways, balconies, and railings; Counters and a representative number of installed cabinets; and A representative number of doors and windows. The home inspector shall: Operate a representative number of windows and interior doors; and Report signs of abnormal or harmful water penetration into the building or signs of abnormal or harmful condensation on building components. The home inspector is not required to observe: Paint, wallpaper, and other finish treatments on the interior walls, ceilings, and floors; Carpeting; or Draperies, blinds, or other window treatments.

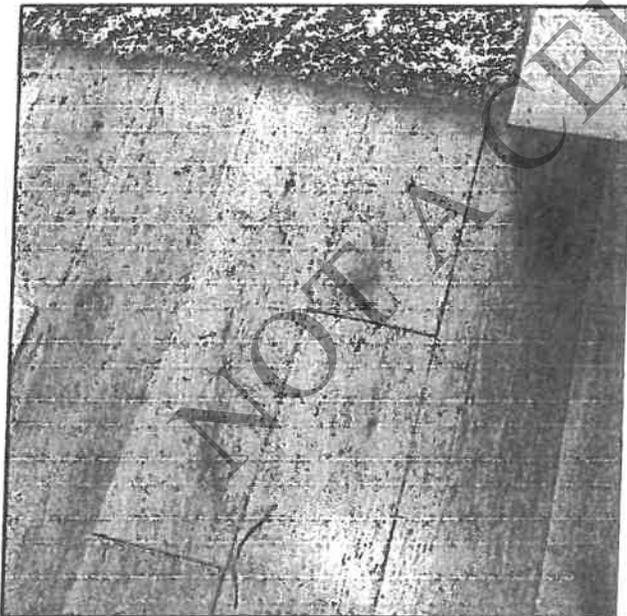
| | | IN | NI | NP | RR | Styles & Materials |
|-----|-----------------------------|----|----|----|----|--|
| 2.0 | CEILINGS | | | | | Ceiling Materials Gypsum Board |
| 2.1 | WALLS | | | | | Wall Material Gypsum Board |
| 2.2 | FLOORS | | | | | Floor Covering(s) Laminated T&G Tile |
| 2.3 | STEPS, STAIRWAYS, RAILINGS | | | | | Interior Doors Hollow core |
| 2.4 | DOORS | | | | | Window Types Single-hung |
| 2.5 | WINDOWS | | | | | |
| 2.6 | OUTLETS, SWITCHES, FIXTURES | | | | | |
| 2.7 | FANS | | | | | |
| 2.8 | BALCONIES | | | | | |
| 2.9 | DETECTORS | | | | | |

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IN NI NP RR

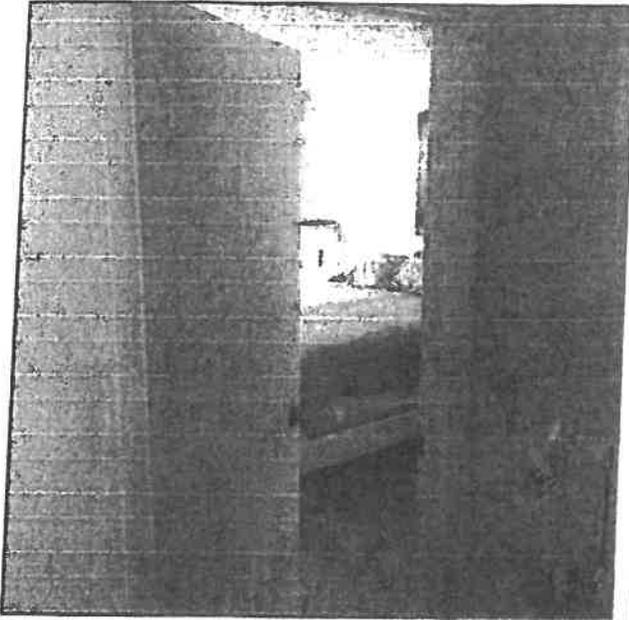
Comments.

2.2 Floors in good condition

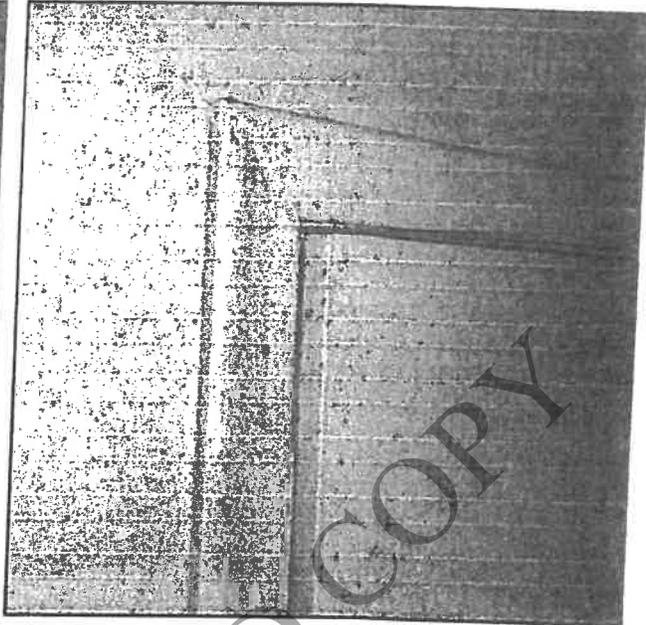


2.2 Item 1(Picture)

2.4 The door to master bedroom hits on the top of the frame. Adjustment is needed for smooth operation.

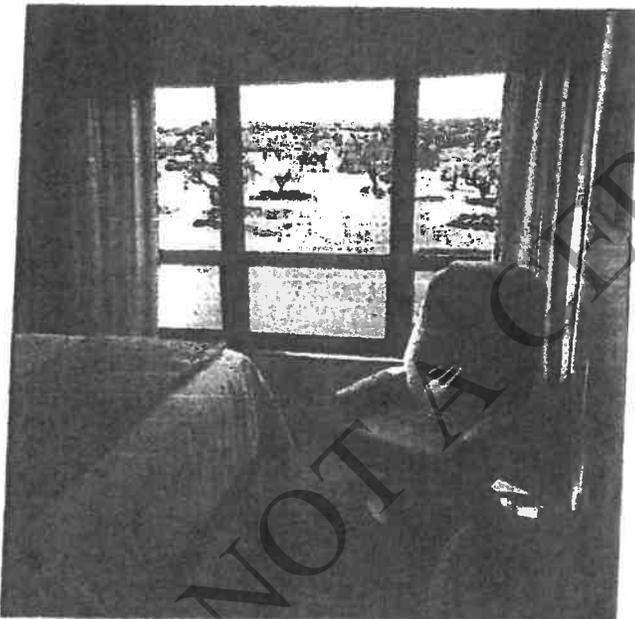


2.4 Item 1(Picture) master bedroom door.



2.4 Item 2(Picture)

2.5 Windows open and close okay but could use some lubrication for better operation.



2.5 Item 1(Picture)

2.9 (1) The smoke detector should be tested at common hallway to bedrooms upon moving in to home.

(2) Smoke/carbon monoxide detectors have a finite service life and typically need replaced every 5-10 years depending on the manufacturer recommendations.

This inspection is limited to general location of units and an alarm test using build in test feature only. It is generally recommended to have at least one smoke/carbon monoxide detector placed on each floor in a common area and in

each of the sleeping rooms. At the very least these detectors should be tested twice a year and battery changed upon moving into the home.

The interior of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection did not involve moving furniture and inspecting behind furniture, area rugs or areas obstructed from view. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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3. BATHROOMS

| | | IN | NI | NP | RR | Styles & Materials |
|-----|---------------------|----|----|----|----|---------------------|
| 3.0 | SINKS | • | | | | Exhaust Fans Fan |
| 3.1 | TOILET | • | | | | |
| 3.2 | SHOWER STALL | • | | | | |
| 3.3 | WALLS / CEILING | • | | | | |
| 3.4 | FLOOR | • | | | | |
| 3.5 | DOOR / WINDOW | | | | • | |
| 3.6 | CABINETS / COUNTERS | • | | | | |
| 3.7 | ELECTRIC / GFCI | | | | • | |
| 3.8 | VENTILATION | • | | | | |
| 3.9 | BATHTUB/ JET TUB | | | • | | |

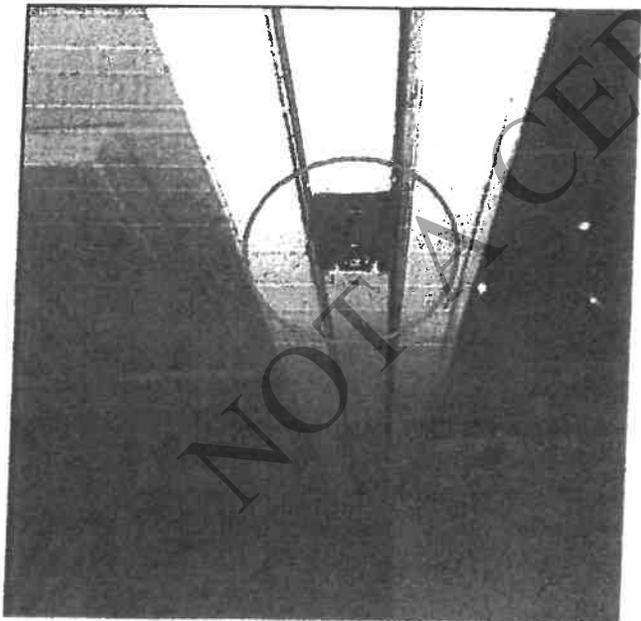
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IN NI NP RR

Comments:

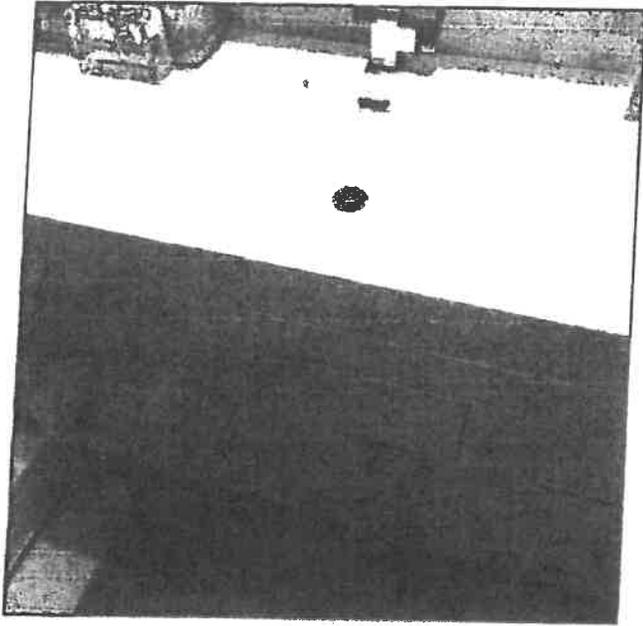
3.0 Good drainage.

3.5 The bathroom door in master bathroom does not operate smoothly. The pocket door hardware is defective and should be repaired/replaced.



3.5 Item 1(Picture)

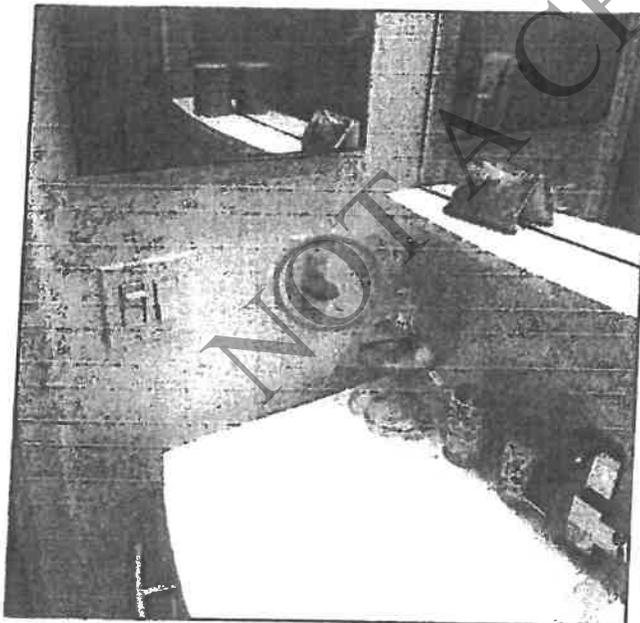
3.6 All cabinets checked.



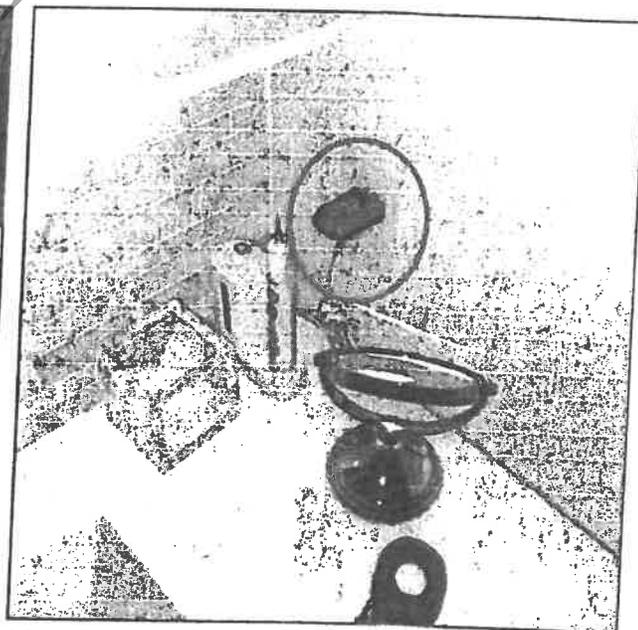
3.6 Item 1(Picture)

3.7 The outlets in the bathroom should be GFCI protected. Replacement is recommended. They cost about \$15 each.

A GFCI outlet is an electrical outlet which is designed to protect people from deadly electric shock. In addition to preventing electrocution, GFCI outlets can also reduce the risk of house fires caused by electrical problems, and reduce damage to appliances caused by faulty electrical circuits.



3.7 Item 1(Picture)



3.7 Item 2(Picture)

4. COOLING SYSTEM

The home inspector shall observe permanently installed heating and cooling systems including: Heating equipment; Cooling Equipment that is central to home; Normal operating controls; Automatic safety controls; Chimneys, flues, and vents, where readily visible; Solid fuel heating devices; Heat distribution systems including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units, convectors; and the presence of an installed heat source in each room. The home inspector shall describe: Energy source; and Heating equipment and distribution type. The home inspector shall operate the systems using normal operating controls. The home inspector shall open readily openable access panels provided by the manufacturer or installer for routine homeowner maintenance. The home inspector is not required to: Operate heating systems when weather conditions or other circumstances may cause equipment damage; Operate automatic safety controls; Ignite or extinguish solid fuel fires; or Observe: The interior of flues; Fireplace insert flue connections; Humidifiers; Electronic air filters; or The uniformity or adequacy of heat supply to the various rooms.

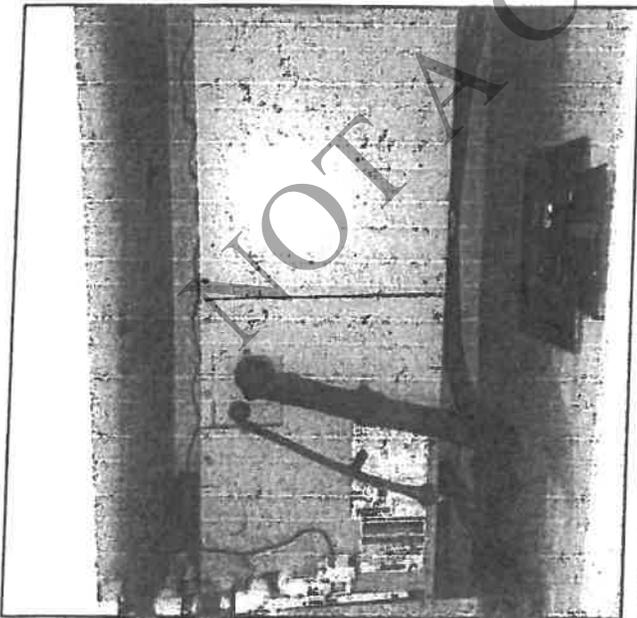
| | | IN | NI | NP | RR | Styles & Materials |
|-----|--------------------------------|----|----|----|----|--|
| 4.0 | OUTDOOR UNIT | | | | | Heat Type: Electric heat |
| 4.1 | SAFETY SHUT OFF | | | | | Filter Type: Disposable |
| 4.2 | EVAPORATOR COIL AND FILTER | | | | | Filter Size: Incorrect size |
| 4.3 | DISTRIBUTION SYSTEM / DUCTWORK | | | | | Cooling Equipment Type: Air conditioner unit |
| 4.4 | TEMPERATURE DIFFERENTIALS | | | | | Cooling Equipment Energy Source: Electricity |
| 4.5 | THERMOSTAT (S) | | | | | Number of AC Only Units: One Central Air Brand: NORDYNE |

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Comments

4.0 The unit on the roof was hard to identify due to numerous units without labels or numbers. Most units do not have the refrigerant lines insulated which will cool the unit with better efficiency and reduce electric costs as well. A good maintenance check of the units to find a solution to the loud air handler and checking of gases and insulation of the roof unit is recommended.

4.2 The air handler is a bit loud in its operation. Client wishes it to be quieter. An AC tech can help solve the issue.



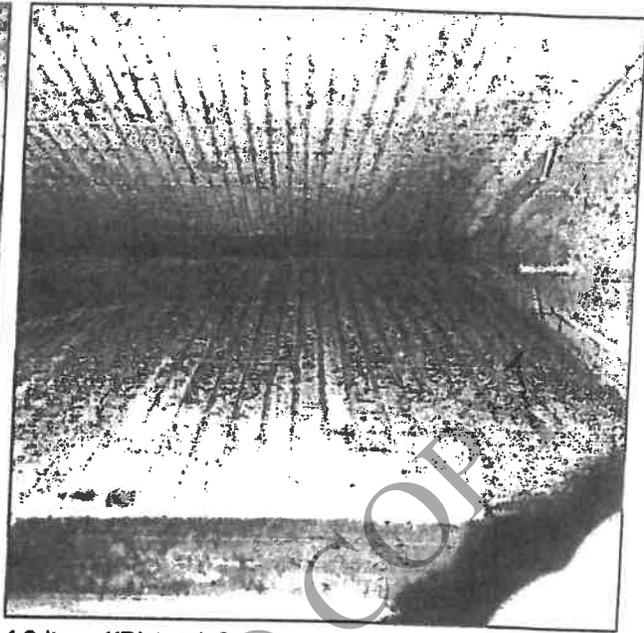
4.2 Item 1(Picture) Air handler



4.2 Item 2(Picture) Nordyne dated 2013



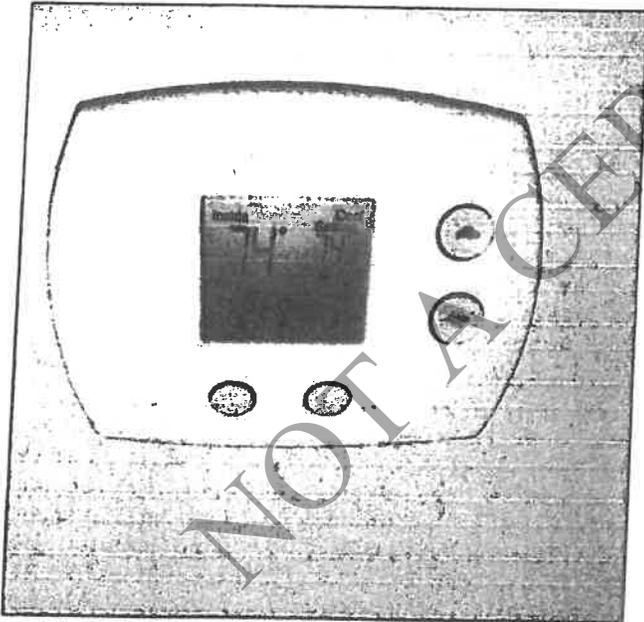
4.2 Item 3(Picture) Filter



4.2 Item 4(Picture) Coil could use cleaned at maintenance time.

4.4 Good cooling when performing the test. Heat worked as well when tested.

4.5 Thermostat is at the entrance wall.



4.5 Item 1(Picture)

The heating and cooling system of this home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. The inspection is not meant to be technically exhaustive. The inspection does not involve removal and inspection behind service door or dismantling that would otherwise reveal something only a licensed heat contractor would discover. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

5. ELECTRICAL SYSTEM

The home inspector shall observe: Service entrance conductors; Service equipment, grounding equipment, main over current device, and main and distribution panels; Amperage and voltage ratings of the service; Branch circuit conductors, their over current devices, and the compatibility of their ampacities and voltages; The operation of a representative number of installed ceiling fans, lighting fixtures, switches and receptacles located inside the house, garage, and on the dwelling's exterior walls; The polarity and grounding of all receptacles within six feet of interior plumbing fixtures, and all receptacles in the garage or carport, and on the exterior of inspected structures; The operation of ground fault circuit interrupters; and Smoke detectors. The home inspector shall describe: Service amperage and voltage; Service entry conductor materials; Service type as being overhead or underground; and Location of main and distribution panels. The home inspector shall report any observed aluminum branch circuit wiring. The home inspector shall report on presence or absence of smoke detectors, and operate their test function, if accessible, except when detectors are part of a central system. The home inspector is not required to: Insert any tool, probe, or testing device inside the panels; Test or operate any over current device except ground fault circuit interrupters; Dismantle any electrical device or control other than to remove the covers of the main and auxiliary distribution panels; or Observe: Low voltage systems; Security system devices, heat detectors, or carbon monoxide detectors; Telephone, security, cable TV, intercoms, or other ancillary wiring that is not a part of the primary electrical distribution system; or Built-in vacuum equipment.

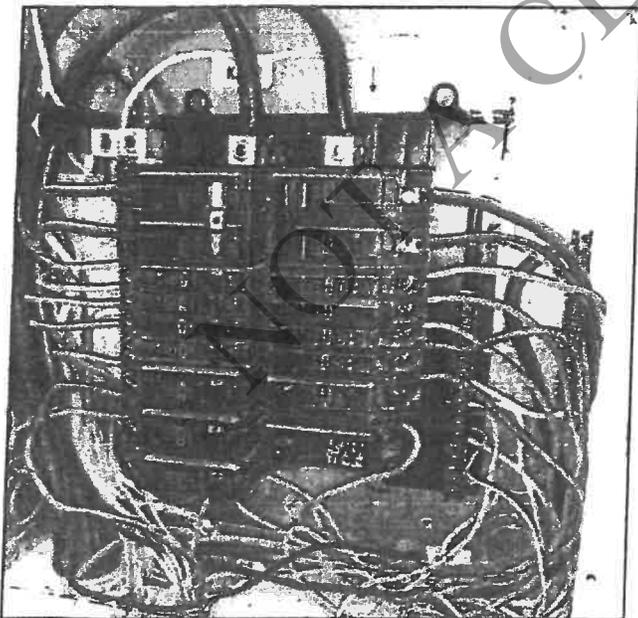
| | | IN | NI | NP | RR | Styles & Materials |
|-----|--|----|----|----|----|---|
| 5.0 | DISTRIBUTION PANEL | | | | | Electrical Service |
| 5.1 | Connected Devices and Fixtures (Observed from a representative number operation of ceiling fans, lighting fixtures, switches and receptacles located inside the house) | | | | | Conductors: Below ground |
| 5.2 | Operation of GFCI (Ground Fault Circuit Interrupters) | | | | | Panel Capacity Adequate |
| 5.3 | Operation of AFCI (ARC Fault Circuit Interrupters) | | | | | Panel Type: Circuit breakers |
| 5.4 | WIRING / CONDUCTORS | | | | | Electric Panel Manufacturer: GENERAL ELECTRIC |

IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

Branch wire 15 and 20
AMP
Copper
Wiring Methods:
Romex
Conduit

Comments

5.0 Wiring was checked for loose, bare or defective wiring . None were found.



5.0 Item 1(Picture) Panel is satisfactory

5.2 A GFCI outlet is an electrical outlet which is designed to protect people from deadly electric shock. In addition to preventing electrocution, GFCI outlets can also reduce the risk of house fires caused by electrical problems, and reduce damage to appliances caused by faulty electrical circuits. GFCI outlets should be present anywhere within 6 feet of water.

The electrical system of the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Outlets were not removed and the inspection was only visual. Any outlet not accessible (behind the refrigerator for example) was not inspected or accessible. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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6. PLUMBING SYSTEM

The home inspector shall observe: Interior water supply and distribution system, including: piping materials, supports, and insulation; fixtures and faucets; functional flow; leaks; and cross connections; Interior drain, waste, and vent system, including: traps; drain, waste, and vent piping; piping supports and pipe insulation; leaks; and functional drainage; Hot water systems including: water heating equipment; normal operating controls; automatic safety controls; and chimneys, flues, and vents; Fuel storage and distribution systems including: interior fuel storage equipment, supply piping, venting, and supports; leaks; and Sump pumps. The home inspector shall describe: Water supply and distribution piping materials; Drain, waste, and vent piping materials; Water heating equipment; and Location of main water supply shutoff device. The home inspector shall operate all plumbing fixtures, including their faucets and all exterior faucets attached to the house, except where the flow end of the faucet is connected to an appliance. The home inspector is not required to: State the effectiveness of anti-siphon devices; Determine whether water supply and waste disposal systems are public or private; Operate automatic safety controls; Operate any valve except water closet flush valves, fixture faucets, and hose faucets; Observe: Water conditioning systems; Fire and lawn sprinkler systems; On-site water supply quantity and quality; On-site waste disposal systems; Foundation irrigation systems; Spas, except as to functional flow and functional drainage; Swimming pools; Solar water heating equipment; or Observe the system for proper sizing, design, or use of proper materials.

| | | IN | NI | NP | RR | Styles & Materials |
|-----|------------------------|----|----|----|----|--|
| 6.0 | WATER SUPPLY PIPING | | | | | Water Source: Public |
| 6.1 | DRAIN / WASTE PIPING | | | | | Water Filters: None |
| 6.2 | PLUMBING STACKS | | | | | Plumbing Water Supply (into home): Copper |
| 6.3 | WATER FLOW AT FIXTURES | | | | | Plumbing Water: Distribution (inside home): Copper |
| 6.4 | FIXTURE DRAINAGE | | | | | Water Heater Power Source: Electric |
| 6.5 | HOT WATER SUPPLY | | | | | Water Heater Capacity: 40 Gallon (1-2 people) |
| 6.6 | LAUNDRY SINKS | | | | | Water Heater Location: Concealed hallway panel Water Heater Manufacturer: RHEEM |

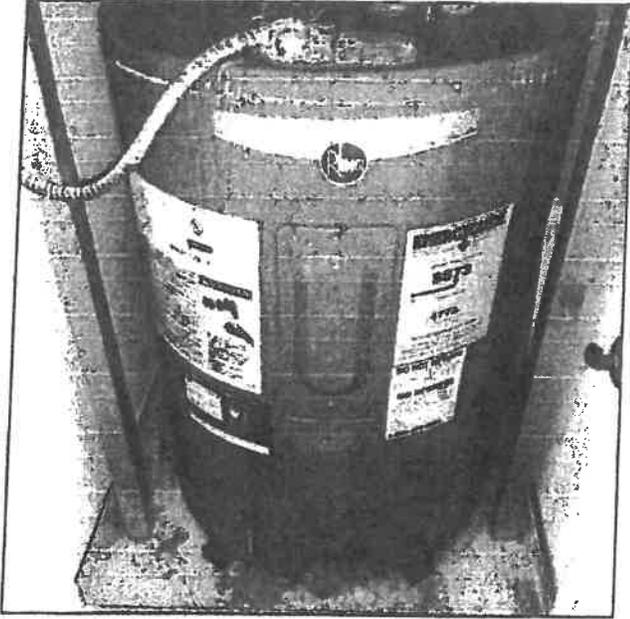
IN= Inspected, NI= Not Inspected, NP= Not Present, RR= Repair or Replace

IN NI NP RR

Comments

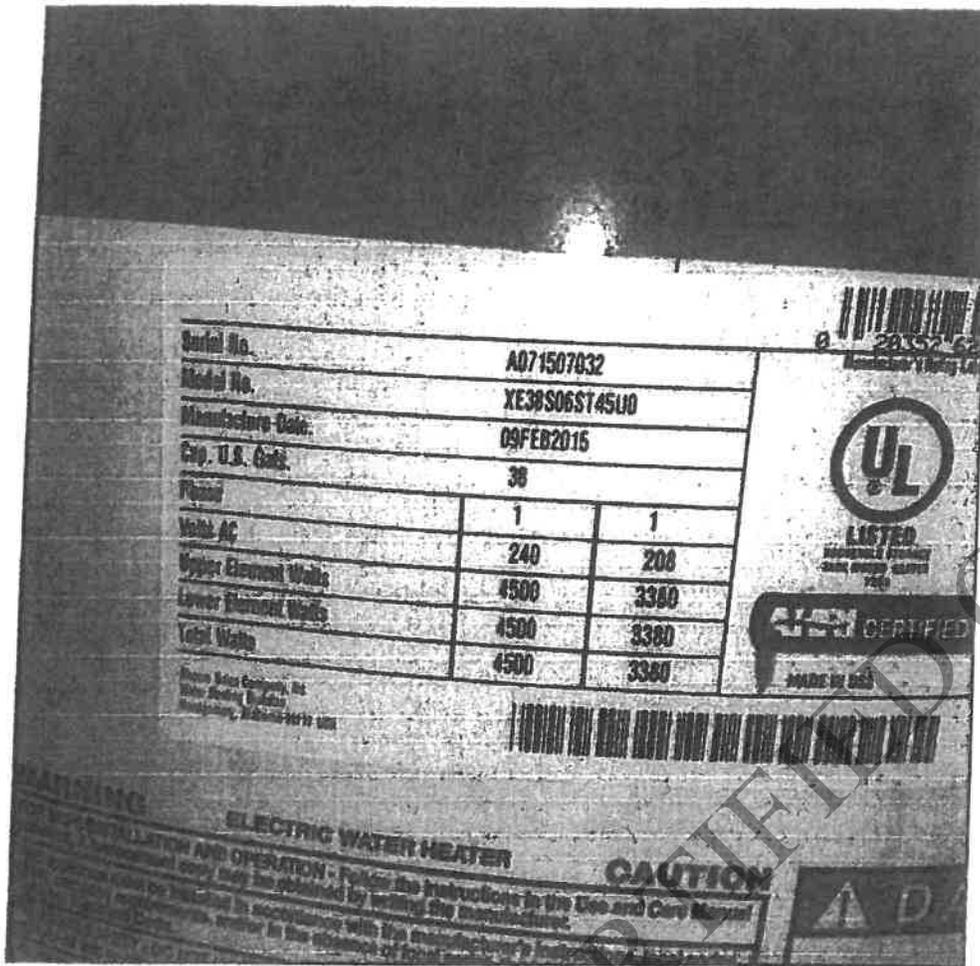
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6.5 The water tank is 5 years old. It has rust on the top of the tank which is should not. This maybe due to ac condensation from the unit above but i cannot be sure. The tank is not plumbed properly for the safety pressure valve. This should be plumbed to a drain vs shooting at a wall which will cause wall damage in event of a problem with the tank getting too hot and needing to expel the water thru the valve.

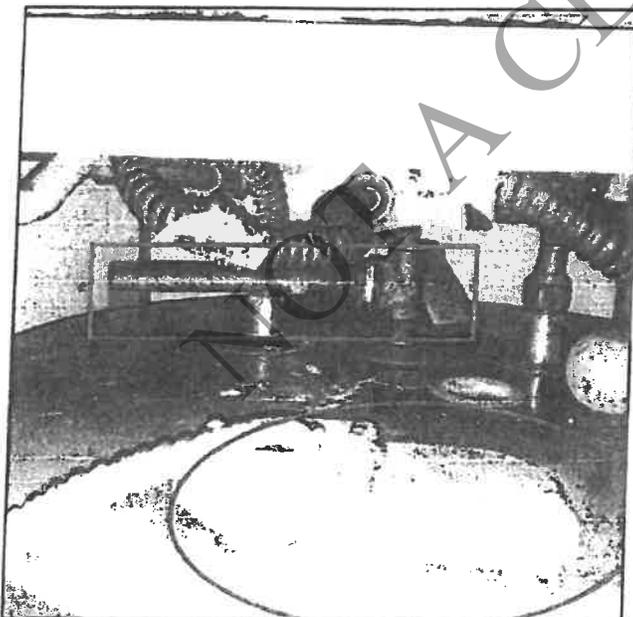


6.5 Item 1(Picture)

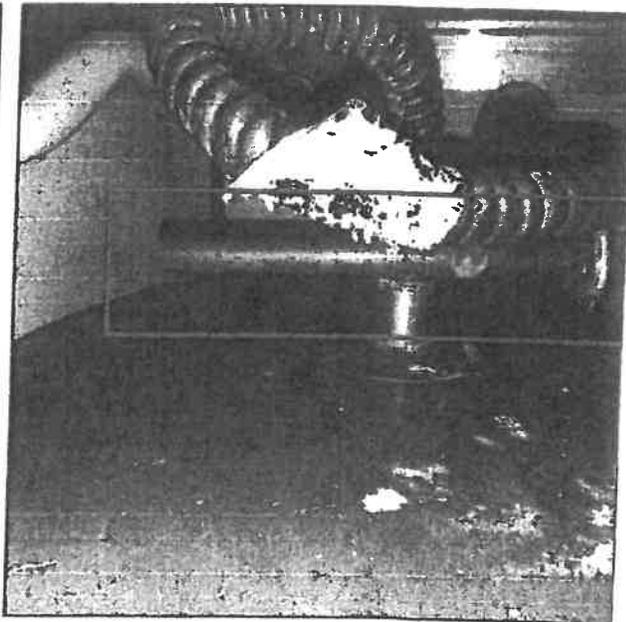
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6.5 Item 2(Picture) 38 gallon 2015 tank



6.5 Item 3(Picture) Repairs needed on water tank



6.5 Item 4(Picture) should be plumbed to a drain

The plumbing in the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Washing machine drain line for example cannot be checked for leaks or the ability to handle the volume during drain cycle. Older homes with galvanized supply lines or cast iron drain lines can be obstructed and barely working during an inspection but then fails under heavy use. If the water is turned off or not used for periods of time (like a vacant home waiting for closing) rust or deposits within the pipes can further clog the piping system. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

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Summary

Florida Inspection Services

Customer
 Gilbert Snyder

Address
 6875 Willow Wood Dr Unit 2066
 Boca Raton FL 33434

The following items or discoveries indicate that these systems or components do not function as intended or adversely affects the habitability of the dwelling; or warrants further investigation by a specialist, or requires subsequent observation. This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

1. KITCHEN

1.3 ELECTRIC / GFCI

Repair or Replace

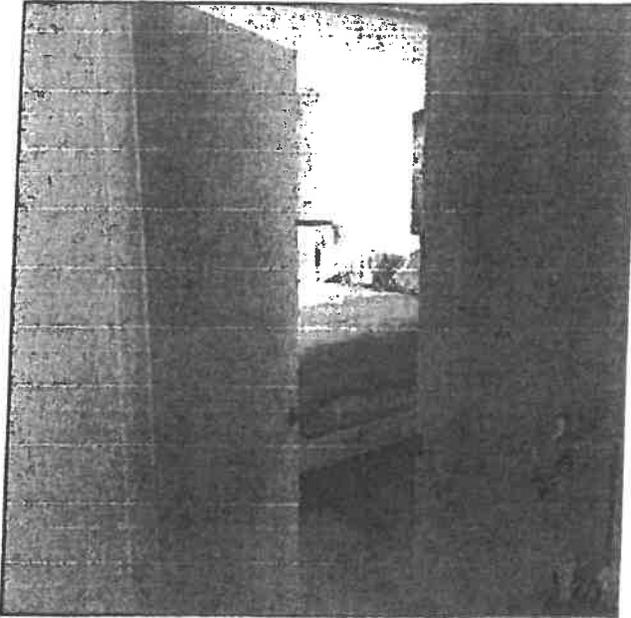
There are strip outlets above the sink. These Should be GFCI rated anywhere within 6 feet of water. Recommend that an outlet be installed or GFCI provisions if the wiring strip is kept. The light fixture in the kitchen throws off allot of unwanted heat. The Fixtures in the kitchen could be replaced to avoid this heat.



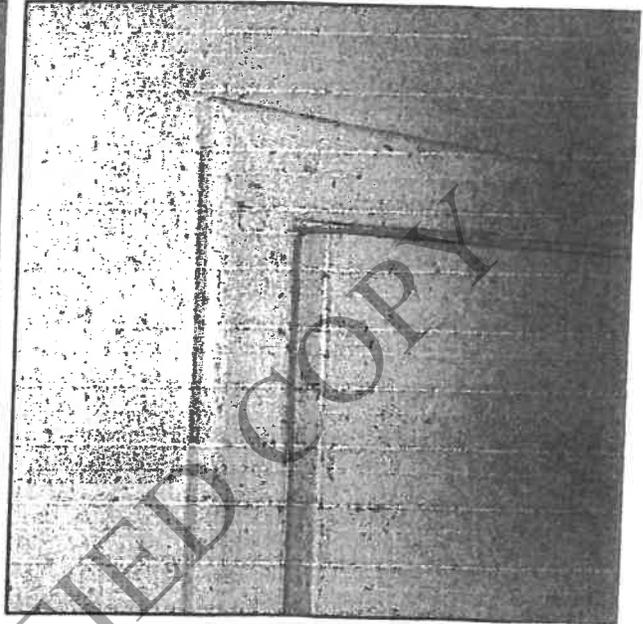
1.3 Item 1(Picture)

2. INTERIOR ELEMENTS / ROOMS**2.4 DOORS****Repair or Replace**

The door to master bedroom hits on the top of the frame. Adjustment is needed for smooth operation.



2.4 Item 1(Picture) master bedroom door.



2.4 Item 2(Picture)

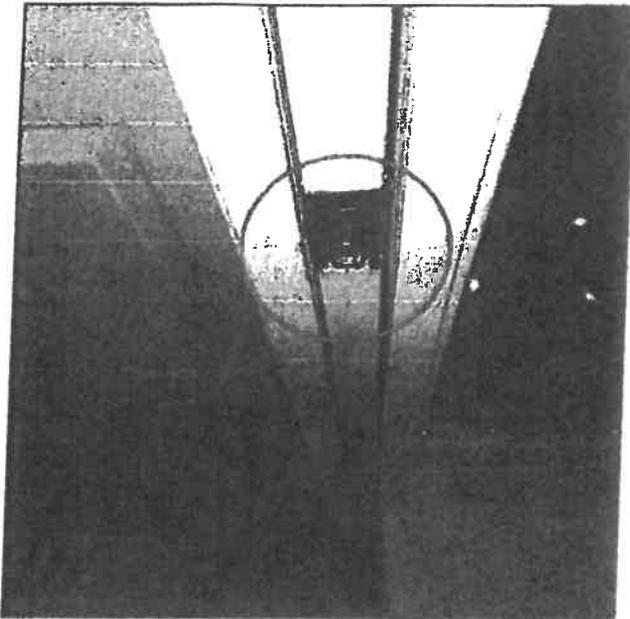
2.9 DETECTORS**Not Inspected**

(2) Smoke/carbon monoxide detectors have a finite service life and typically need replaced every 5-10 years depending on the manufacturer recommendations.

This inspection is limited to general location of units and an alarm test using build in test feature only. It is generally recommended to have at least one smoke/carbon monoxide detector placed on each floor in a common area and in each of the sleeping rooms. At the very least these detectors should be tested twice a year and battery changed upon moving into the home.

3. BATHROOMS**3.5 DOOR / WINDOW****Repair or Replace**

The bathroom door in master bathroom does not operate smoothly. The pocket door hardware is defective and should be repaired/replaced.



3.5 Item 1(Picture)

3.7 ELECTRIC / GFCI

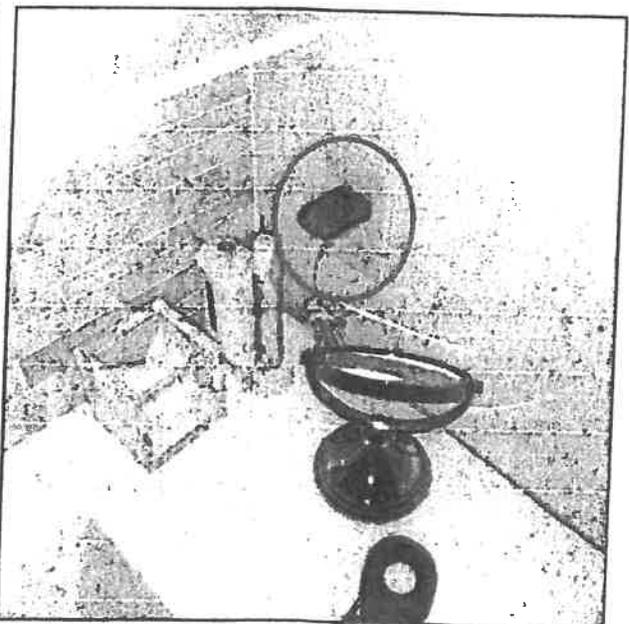
Repair or Replace

The outlets in the bathroom should be GFCI protected. Replacement is recommended. They cost about \$15 each.

A GFCI outlet is an electrical outlet which is designed to protect people from deadly electric shock. In addition to preventing electrocution, GFCI outlets can also reduce the risk of house fires caused by electrical problems, and reduce damage to appliances caused by faulty electrical circuits.



3.7 Item 1(Picture)



3.7 Item 2(Picture)

4. COOLING SYSTEM**4.0 OUTDOOR UNIT****Repair or Replace**

The unit on the roof was hard to identify due to numerous units without labels or numbers. Most units do not have the refrigerant lines insulated which will cool the unit with better efficiency and reduce electric costs as well. A good maintenance check of the units to find a solution to the loud air handler and checking of gases and insulation of the roof unit is recommended.

5. ELECTRICAL SYSTEM**5.2 Operation of GFCI (Ground Fault Circuit Interrupters)****Repair or Replace**

A GFCI outlet is an electrical outlet which is designed to protect people from deadly electric shock. In addition to preventing electrocution, GFCI outlets can also reduce the risk of house fires caused by electrical problems, and reduce damage to appliances caused by faulty electrical circuits. GFCI outlets should be present anywhere within 6 feet of water.

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Mike Carcaise

INVOICE

Florida Inspection Services

Inspected By: Mike Carcaise

Inspection Date: 3/11/2020

Report ID: 031120-3

| | |
|---|--|
| Customer Info: | Inspection Property: |
| Gilbert Snyder | 6875 Willow Wood Dr Unit 2066 Boca Raton FL 33434 |
| Customer's Real Estate Professional: Mallory McCabe | |

Inspection Fee:

| Service | Price | Amount | Sub-Total |
|------------------------|--------|--------|-----------------------------|
| AC Sq Ft 1,001 - 2,000 | 325.00 | 1 | 325.00 |
| | | | Tax \$0.00 |
| | | | Total Price \$325.00 |

Payment Method:

Payment Status:

Note:

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EXHIBIT "F"

DAVID M. BECKERMAN, P.A.

ATTORNEYS AT LAW
7000 WEST PALMETTO PARK ROAD
SUITE 500
BOCA RATON, FLORIDA 33433

DAVID M. BECKERMAN

ADMITTED TO PRACTICE IN
FLORIDA AND ILLINOIS

TELEPHONE (561) 391-6000
FACSIMILE (561) 391-6044
E-MAILS davidmbeckermanpa@gmail.com
david@beckermanlaw.com

April 9, 2020

VIA EMAIL AND REGULAR MAIL

Bob@rsflaw.com

Robert S. Forman, Esq.,
Robert S. Forman, P.A.,
8201 Peters Road, Suite 1000
Ft. Lauderdale, FL 33324

Re: **Barbara and Marvin Mitzner s/t Gilbert and Linda Synder**
6575 Willow Wood Drive, #2066, Boca Raton, FL

Dear Mr. Forman:

This is to follow up our discussion yesterday concerning the above referenced matter. As you know, this firm represents the Sellers and owners of the above property, Marvin and Barbara Mitzner. Pursuant to the terms of the Contract and Addendum, the closing was to occur today, April 9, 2020. When we spoke yesterday, you advised me that you spoke to the Mitzners yesterday as well, and advised them that your client was not going to close and did not want to go through with the transaction. This was after my clients had already moved out and had their belongings removed, all in preparation for the closing. As your client well knows, the Mitzners were also preparing to close on the purchase of a new property on Monday, April 13, 2020, in reliance on this sale.

My clients were and are ready, willing and able to close. Your clients failure to attend the closing is a clear and intentional breach of this Contract, for which my clients have sustained damages. As a result, we are notifying you, as the Escrow Agent identified in the Contract, to not release any of the Buyers' deposits to the Buyers. Please also confirm that the Buyers have made, and that you are holding the sum of \$13,000.00.

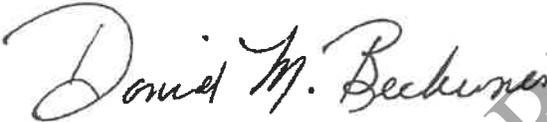
My clients have sustained damages far in excess of your clients' deposits. These include

but are not limited to moving expenses, liability for Club dues, and significant other damages which are accruing, including attorneys fees. Your clients' default could also cause the Mitzners to potentially default on their purchase. Therefore, at a bare minimum, your clients must agree to release any claims to the deposits and allow the deposits to be released to the Sellers. In the event your clients fail to do so, we will not only file suit, but will seek all damages, which not only include all deposits, but all sums in excess of the deposits as well. Pursuant to the terms of the Contract, we will also be entitled to an award of all of our attorneys fees and costs incurred.

Alternatively, your clients can elect to close, and we will agree to reschedule the closing for tomorrow, or first thing Monday morning, at the latest. Beyond that date, they are obligated to close on their purchase on Monday, which they will not be able to do without first closing with your clients.

We will expect your timely response.

Very truly yours,



David M. Beckerman
DMB/dme

cc: Marvin and Barbara Mitzner
Lorri Kolbert, Esq., (all via email)

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EXHIBIT "G"

LAW OFFICES
ROBERT S. FORMAN, P.A.
SUITE 1000
8201 PETERS ROAD
FORT LAUDERDALE, FLORIDA 33324

ROBERT S. FORMAN, ESQ.
ALSO ADMITTED WASHINGTON BAR

TELEPHONE (954) 735-0000
FAX (954) 735-3636
E-MAIL bob@rsflaw.com

April 10, 2020

Via: Email: davidmbeckermanpa@gmail.com and david@beckermanlaw.com U. S. Mail
David M. Beckerman, P. A.
7000 West Palmetto Park Road
Suite 500
Boca Raton, FL 33433

Attention: David M. Beckerman, Esquire

RE: Barbara & Marin Mitzner sale to Gilbert & Linda Snyder of property
located at 6575 Willow Wood Drive, #2066, Boca Raton, Florida

Dear David:

I am in receipt of your correspondence of April 9th, 2020. Contrary to the assertions in your correspondence, it is the Sellers who are in default.

As I described in our telephone conversation, the Sellers undertook a major renovation of the premises shortly after they purchased the condominium unit. This included a complete gutting and renovation of the kitchen as well as both of the bathrooms. Additionally, the hot water heater and the air-conditioning system were replaced.

In fact, not a single permit was obtained by the Sellers in connection with any of these renovations. The failure of the Sellers to obtain permits was not disclosed at any time. The Snyders would certainly have closed on the transaction as scheduled, had it not been for the Sellers failure to obtain any building permits whatsoever and the further failure of Sellers to disclose this to Buyer.

With regard to remedies, defaults, and lawsuits, as we are both aware, paragraph 15 governs the rights of Buyer and Seller. If the Buyer is found to be in default, the remedy is limited to recovery and retention of the deposit as agreed upon and liquidated damages. If, however, Seller is in default, Buyer's remedy is the return of its deposit without waiving the right to recover any other damages.

Now for the practicality of the matters at hand.

We are talking about a deposit of \$13,000.00. I have not seen the Listing Agreement that Mr. & Mrs. Mitzner signed with the Brokers, however, it probably provides that if the Sellers were to obtain the deposit or any portion thereof it would be split 50/50 between Sellers and Broker. On their best day, Sellers would be looking to recover \$6,500.00.

With regard to paragraph 16, regarding dispute resolution, those procedures make pursuing legal action by the Sellers highly unlikely.

April 10, 2020
David M. Beckerman, Esquire
Page 2

Assuming that we do not resolve the matter within ten (10) days of conflicting demands for the deposit, we then go to mediation. Notwithstanding the Corona Virus issues, the Sellers will have to make themselves available in Palm Beach County for a mediation.

The cost of mediation is to be split between the parties with each party paying their own attorney's fees. A further reduction of the total \$6,500.00 sum.

If mediation fails the matter is to be litigated. Highly unrealistic and improbable given that it is the Seller who is in breach and dollar amount involved. The cost of litigation and the Sellers required presence in Florida for litigation make this a questionable endeavor.

The Snyders hereby demand the return of their deposit in the sum of \$13,000.00 and accordingly we have conflicting demands. I am holding the deposit in my escrow account and will not disburse to either party unless an agreement is reached by and between the parties or ordered to do so by a court of competent jurisdiction. As you know, if for any reason I interplead the funds into the court registry, I am entitled to my fees from those funds which will certainly serve to deplete further the amount in controversy.

What I propose at this point is that neither Buyer nor Seller declare each other in default but instead the Buyer and Seller mutually agreeing to terminate the Contract For Purchase and Sale and to equally split the deposit I am holding, \$6,500.00 each, in full settlement of all claims either one may have against the other. Please be aware that I have advanced on behalf of Seller, out-of-pocket expenses which need to be reimbursed to me. These consist of the following:

| | | |
|----|-------------------|----------|
| 1. | Lien Search - | \$255.00 |
| 2. | Title search - | \$125.00 |
| 3. | Estoppel Letter - | \$250.00 |
| | Total - | \$650.00 |

This would come off the top of the \$13,000.00 that I am holding.

Please consider the above and get back to me at your earliest convenience.

Regards,

Robert S. Forman
RSF:js

cc: Mr. & Mrs. Gilbert Snyder

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EXHIBIT "H"

"AS IS" Residential Contract For Sale And Purchase

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



PARTIES: ROBERT BARKER AND RACHAEL BARKER ("Seller"),
and GILBERT L. SNYDER AND LINDA A. SNYDER ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively, "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 6797 Willow Wood Drive #6066, Boca Raton, Fl. 33434
- (b) Located in: PALM BEACH County, Florida. Property Tax ID #: 00-42-47-15-10-003-6066
- (c) Real Property: The legal description is WILLOW WOOD MID-RISE CONDO 111 UNIT 6066

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").

Other Personal Property items included in this purchase are: TURN KEY AS PER CURRENT OCCUPANCY

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

- (e) The following items are excluded from the purchase: NONE

PURCHASE PRICE AND CLOSING

- 2. **PURCHASE PRICE** (U.S. currency):..... \$ 57,000.00
- (a) Initial deposit to be held in escrow in the amount of (**checks subject to COLLECTION**) \$ 5,700.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(**CHECK ONE**): (i) accompanies offer or (ii) is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Information: Name: MARJORIE MARGOLIES ESCROW-A/C
Address: 140 N. FEDERAL HIGHWAY, BOCA RATON, FL.33432
Phone: 561-241-6336 E-mail: mmargolies@wbsmlaawyers. Fax: _____
- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ _____
- (d) Other: \$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds \$ 51,300.00

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

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

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before May 8, 2020, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

- 4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on May 28, 2020 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials LAS
FloridaRealtors/FloridaBar-ASIS-5x

Seller's Initials RB RB

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

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
 55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
 56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
 57 period shall not exceed 10 days.
- 58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
 59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
 60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
 63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
 64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
 65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
 66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
 67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- 68 (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
 69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
 70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
 71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
 72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
 73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
 74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
 75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
 76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 77 **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
 78 this Contract; may assign but not be released from liability under this Contract; or may not assign this
 79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82 (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
 83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
 84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
 85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86 (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other
 87 _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
 88 Period") for (CHECK ONE): fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph
 89 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's
 90 creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

91 (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
 92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
 93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
 94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
 96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
 97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
 98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
 100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
 101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
 102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
 105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
 106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
 108 (2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

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

(a) COSTS TO BE PAID BY SELLER:

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

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

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

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

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

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

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

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):

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

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

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

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

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

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

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

- 219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 220 mandatory.
- 221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
 222 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
 223 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 224 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 225 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
 226 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 227 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 228 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 229 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
 231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
 232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
 233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
 234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
 235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
 236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
 237 FIRPTA.
- 238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
 239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
 240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
 241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
 242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
 243 building, environmental or safety code violation.

244 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

- 245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 247 IS Maintenance Requirement").
- 248 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
- 249 (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 7 (if left blank, then 15)
 250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
 253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
 254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
 255 be released of all further obligations under this Contract; however, Buyer shall be responsible for
 256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
 257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
 258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
 259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
 260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
 261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
 262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
 267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
 269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
 270 written documentation or other information in Seller's possession, knowledge, or control relating to
 271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly
 272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
 273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

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ESCROW AGENT AND BROKER

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

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

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

DEFAULT AND DISPUTE RESOLUTION

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15. DEFAULT:

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- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

Buyer's Initials LAS
FloridaRealtors/FloridaBar-ASIS-5x

Seller's Initials RB RB

329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

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

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

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

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

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

356 STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

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

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this
440 Contract.

441 I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

442 (i) LOCATION: Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
443 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
444 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
445 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
446 means.

447 (ii) CLOSING DOCUMENTS: Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
448 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
449 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
450 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
451 the survey, flood elevation certification, and documents required by Buyer's lender.

452 (iii) FinCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's
453 Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer
454 shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this
455 Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and
456 report of said information to IRS.

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

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

472 K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of
473 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
474 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
475 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
476 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
477 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
478 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
479 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment
480 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
481 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
482 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
483 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
484 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
485 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
486 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
487 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
488 shall survive Closing.

489 L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller
490 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
491 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

492 M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
493 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
494 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
495 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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

507 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
508 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
509 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever
510 the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to
511 the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as
512 if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic
513 (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon
514 shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures,
515 as determined by Florida's Electronic Signature Act and other applicable laws.

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

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

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

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

530 **T. RESERVED.**

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

534 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
538 from the IRS authorizing a reduced amount of withholding.

539 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
540 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
541 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
542 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
543 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
544 to the IRS.

545 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
546 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
547 reduced sum required, if any, and timely remit said funds to the IRS.

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 558 disbursement in accordance with the final determination of the IRS, as applicable.
 559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 560 8288 and 8288-A, as filed.

561 **W. RESERVED**

562 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*
 563 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
 564 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
 565 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
 566 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*
 567 *Closing.*

568 **ADDENDA AND ADDITIONAL TERMS**

569* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 570 Contract (Check if applicable):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| | | <input type="checkbox"/> Other: _____ |
| | | _____ |
| | | _____ |

571* **20. ADDITIONAL TERMS: SEE ADDENDUM #1**

572 _____

573 _____

574 _____

575 _____

576 _____

577 _____

578 _____

579 _____

580 _____

581 _____

582 _____

583 _____

584 _____

585 _____

586 _____

587 _____

588 **COUNTER-OFFER/REJECTION**

- 589* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 590 deliver a copy of the acceptance to Seller).
 591* Seller rejects Buyer's offer.

Buyer's Initials LAS Page 11 of 12 Seller's Initials RB RB
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Seller's Property Disclosure - Condominium



Realtors

Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law¹ requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 9 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by Seller and not by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon Seller's actual knowledge of the Property's condition. Sellers can disclose only what they actually know. Seller may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Florida law² entitles a prospective buyer, who has entered into a contract for the purchase of a condominium unit with a seller who is not a developer, at Seller's expense, to a current copy of the declaration of condominium, articles of incorporation of the association, bylaws and rules of the association, the most recent year-end financial information and the "Frequently Asked Questions and Answers" document, if buyer requests these in writing. These documents, and meeting agendas and minutes, contain important matters to be considered before acquiring a condominium unit, such as recurring dues or fees; special assessments; capital contributions, penalties; and alteration, leasing, parking, pet, resale, vehicle and other types of restrictions.

Except for information provided in paragraph 6, 7 and 8, the following information is only about the individual Unit specified below and not about any limited common element, any common element or the condominium association ("Association").

Seller makes the following disclosure regarding the property described as: _____
 _____ (the "Unit").

The Unit is owner occupied tenant occupied unoccupied (if unoccupied, how long has it been since Seller occupied the unit? _____)

1. Structures; Systems; Appliances

- (a) Is the roof a common element maintained by the Association?
- (b) To your knowledge, is roof of Unit structurally sound and free of leaks?
- (c) Are other structures, including ceilings; walls; doors and windows structurally sound and free of leaks?
- (d) Has any additional structural reinforcement been added to the Unit?
- (e) Are heating and cooling systems common elements maintained by the Association?
- (f) To your knowledge, are heating and cooling systems in working condition, i.e., operating in a manner in which the item was designed to operate?
- (g) Are existing major appliances and mechanical and electrical systems in working condition, i.e. operating in a manner in which the item was designed to operate?
- (h) Are any of the appliances leased?

| Yes | No | Don't Know |
|-------------------------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If yes, which ones: _____

(i) If the answer to questions 1(b), 1(c), 1(f), 1(g) is no, or if 1(d) is yes, please explain: _____

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

² Section 718.503(2), Florida Statutes.

Seller (_____) and Buyer (_____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

- | | Yes | No | Don't Know |
|---|--------------------------|-------------------------------------|--------------------------|
| 2. Termites; Other Wood Destroying Organisms; Pests | | | |
| (a) Are termites; other wood-destroying organisms, including fungi; or pests present in the Unit or has the Unit had any structural damage by them? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Has the Unit been treated for termites; other wood-destroying organisms, including fungi; or pests? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) If any answer to questions 2(a)-2(b) is yes, please explain: _____ | | | |

3. Water Intrusion; Plumbing; Flood Insurance

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) Has past or present water intrusion or flooding affected the Unit? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Are polybutylene pipes present in the Unit? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Have past or present plumbing leaks or backups affected the Unit? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Have there been any leaks or water intrusion from units above or adjacent to your Unit or leaks or water intrusion from your Unit to units below or adjacent to it? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Does your lender require flood insurance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) If any answer to questions 3(a)-3(d) is yes, please explain: _____ | | | |

4. Fire Protection; Improvements; Alterations

- | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|
| (a) Does the Unit have sprinklers for fire protection? If no, has the Association voted to forego retrofitting each unit with a fire sprinkler system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Have any improvements or alterations to the Unit, whether by you or by others, been made without obtaining required Association approval? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Have any improvements or alterations to the Unit, whether by you or by others, been made in violation of building codes or zoning restrictions or without necessary permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Are any improvements located below the base flood elevation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Have any improvements been constructed in violation of applicable local flood guidelines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) Are there any open permits on the Unit that have not been closed by a final inspection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) If any answer to questions 4(b)-4(f) is yes, please explain: _____ | | | |

5. Hazardous Substances

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Does anything exist in the Unit that may be considered a hazardous substance, including, but not limited to, lead-based paint; asbestos; mold; radon gas; urea formaldehyde; methamphetamine contamination; or defective drywall? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Has there been any damage, clean up or repair to the Unit due to any of the substances or materials listed in subparagraph (b) above? If any answer to questions 5(b)-5(c) is yes, please explain: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

6. Limited Common Elements

- | | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| (a) Are there any amenities outside the Unit, such as designated parking space(s), storage closet(s), boat slip(s), cabana(s), garage(s), carport(s), etc. that are for your exclusive use? If yes, please identify the amenity and whether a separate deed or other legal document grants the exclusive right to use: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|-------------------------------------|--------------------------|--------------------------|

Seller (AN, BO) and Buyer (RT) () acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

7. The Association

- | | <u>Yes</u> | <u>No</u> | <u>Don't Know</u> |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| (a) Is there any proposed change to the Association's governing documents? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Is there any proposed plan to materially alter the common elements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Is there any existing or threatened legal action by or against the Association? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Has the Association ever been, or is it currently, involved in litigation or a claim over construction defects or defective building products? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) To your knowledge, is there any discussion of a conversion of the Condominium to something else? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (g) Has an increase in fees or assessments been approved but not yet implemented? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Is any portion of the Association's property located in a special flood hazard area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) Is any portion of the Association's property located seaward of the coastal construction control line? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (k) Has there been any structural damage to any portion of the Association's property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (l) Has any additional structural reinforcement been added to any portion of the Associations' property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (m) Are there any rental restrictions by the Association? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (n) Are there any pet restrictions by the Association? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (o) If any answer to questions 7(a)-7(n) is yes, please explain: <u>NO PETS</u> <u>Rent must be for 180 DAYS OR MORE</u> | | | |

8. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? Yes No Don't Know
- If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**

9. (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanations or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. Seller understands and agrees that Seller will promptly notify Buyer in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: _____ / _____ Date: _____
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that Buyer has read, understands, and has received a copy of this disclosure statement.

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

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

Seller (Rn) (B) and Buyer (MAS) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

Comprehensive Rider to the Residential Contract For Sale And Purchase

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



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between ROBERT BARKER AND RACHAEL BARKER (SELLER) and GILBERT L. SNYDER AND LINDA A. SNYDER (BUYER) concerning the Property described as 6797 Willow Wood Drive #6066, Boca Raton, FL 3343400-42-47-15-10-003-6066

Buyer's Initials LAS

Seller's Initials RB RB

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

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

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are \$ 1,421.00 payable (CHECK ONE): monthly quarterly semi-annually annually and if more than one Association assessment \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually and the current rent on recreation areas, if any, is \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:

(i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: _____

(ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.

(iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

(iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

(v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

(vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

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

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

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

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

A. CONDOMINIUM RIDER (CONTINUED)

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (CHECK ONE): requests does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. BUYER'S RECEIPT OF DOCUMENTS:

(COMPLETE AND CHECK ONLY IF CORRECT) Buyer received the documents described in Paragraph 5, above, on _____

8. COMMON ELEMENTS; PARKING:

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

Parking Space(s) # 9 Garage # 6066 Other: 6066

9. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. GOVERNANCE FORM:

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

NOT A CONTRACT COPY

COVID-19/Coronavirus In-Person Access Acknowledgment

This form is being provided by:

Listing Brokerage Abigail Wapner Realty, Inc.
 Cooperating Brokerage _____
 (hereinafter referred to as "Agent/Broker")

to

Owner (Landlord/Seller) ROBERT BARKER AND RACHAEL BARKER
 Prospect (Potential Tenant/Buyer) GILBERT L. SNYDER AND LINDA A. SNYDER

Acknowledgment

The Owner/Prospect named above acknowledge(s) that they are aware of the national emergency caused by the COVID-19/Coronavirus pandemic and the evolving nature of the health crisis, including the danger of community spread and risks posed to the health of those who contract COVID-19/Coronavirus.

In pursuit of Owner's objective to sell/lease the property and Prospect's objective to purchase/lease a property as safely as possible, Owner and Prospect, **as applicable**, confirm the following:

- Owner desires that Agent/Broker bring prospects to Owner's property, as requested by interested prospects, and to the extent authorized by law.
- Prospect directly or indirectly advises the Agent/Broker that it is necessary for Prospect to view select properties in-person in order to make a fully informed decision to purchase/lease, to the extent authorized by law.
- When properties are accessed in-person, there is an unavoidable health risk posed because of the nature of COVID-19/Coronavirus, and contact with, or proximity to, persons or things exposed to COVID-19/Coronavirus.
- Prospect will use their best efforts to minimize the health risk to themselves and to each other, and to all occupants of the properties being entered.
- Prospect/Owner represent(s) they are not aware of any issues with any person or property that pose a health risk to each other, Agent/Broker, and all occupants of the properties being entered.
- Prospect/Owner agree(s) to notify others who have accessed the property if they become aware of information that poses a danger previously unknown.
- Prospect/Owner agree(s) in all respects to comply with the most current version of the Center for Disease Control (CDC) guidelines when accessing properties, and will not obligate Agent/Broker to violate any applicable laws or orders, CDC Guidance, or otherwise compromise the safety of Agent/Broker or the public to access properties.

Assumption of risk

By signing this acknowledgment, each Prospect fully assumes any and all risks posed to Prospect that result from Prospect entering properties for sale/lease, as applicable, including but not limited to risks arising during showings, inspections and all other in-person access. By signing this acknowledgment, each Owner assumes all risks posed to Owner that result from prospects entering Owner's property,

including but not limited to risks arising during showings, inspections and all other in-person access of properties.

Each signature below is made freely and voluntarily, recognizing that the Agent/Broker is relying on these representations in fulfilling Owner's and/or Prospect's directions to Agent/Broker.

Robert Barber
Owner's Signature

5/6/2020
Date

RACHEL BARBER
Owner's Signature

5/6/2020
Date

OR

Prospect's Signature

Date

Prospect's Signature

Date

NOT A CERTIFIED COPY

Addendum to Contract



Addendum No. 1 to the Contract with the Effective Date of _____ between

ROBERT BARKER AND RACHAEL BARKER (Seller)

and GILBERT L. SNYDER AND LINDA A. SNYDER (Buyer)

concerning the property described as: 6797 WILLOW WOOD DRIVE #6066, BOCA RATON, FL.

3343400-42-47-15-10-003-6066

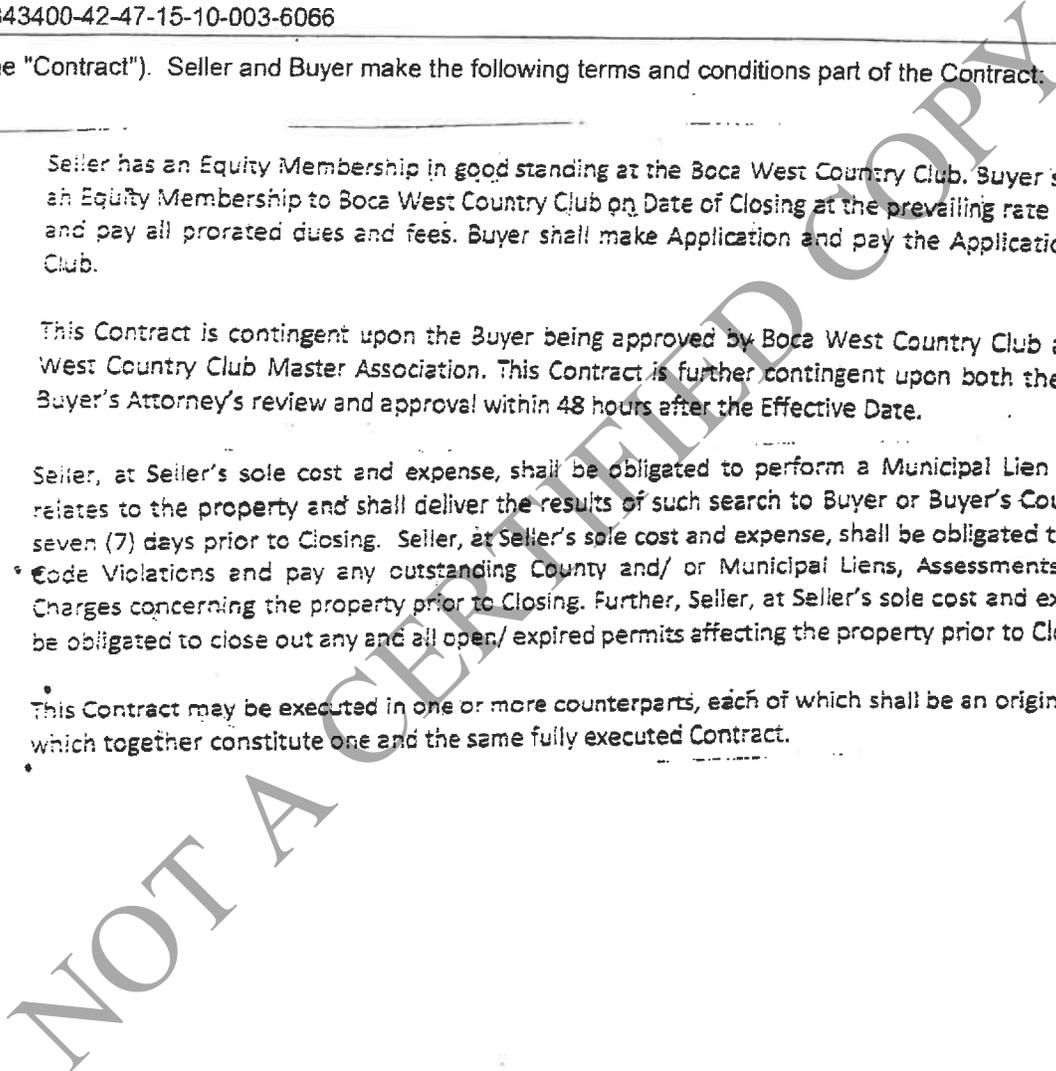
(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract.

Seller has an Equity Membership in good standing at the Boca West Country Club. Buyer shall purchase an Equity Membership to Boca West Country Club on Date of Closing at the prevailing rate of \$70,000.00 and pay all prorated dues and fees. Buyer shall make Application and pay the Application Fee to the Club.

This Contract is contingent upon the Buyer being approved by Boca West Country Club and the Boca West Country Club Master Association. This Contract is further contingent upon both the Seller's and Buyer's Attorney's review and approval within 48 hours after the Effective Date.

Seller, at Seller's sole cost and expense, shall be obligated to perform a Municipal Lien Search as it relates to the property and shall deliver the results of such search to Buyer or Buyer's Council at least seven (7) days prior to Closing. Seller, at Seller's sole cost and expense, shall be obligated to satisfy any Code Violations and pay any outstanding County and/ or Municipal Liens, Assessments and Utility Charges concerning the property prior to Closing. Further, Seller, at Seller's sole cost and expense, shall be obligated to close out any and all open/ expired permits affecting the property prior to Closing.

This Contract may be executed in one or more counterparts, each of which shall be an original, but all of which together constitute one and the same fully executed Contract.



Buyer: Robert Barker

Date: 5/6/2020

Buyer: Rachael Barker

Date: 5/6/2020

Seller: _____

Date: _____

Seller: _____

Date: _____

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COMPOSITE EXHIBIT "I"

GreenspoonMarder^{LLP}

Larry Corman, Partner
One Boca Place
2255 Glades Road, Suite 400-E
Boca Raton, Florida 33431
Phone: 561.994.2212
Fax: 561.997.8494
Direct Phone: 561.322.2982
Direct Fax: 561.322.2986
Email: larry.corman@gmlaw.com

Via Email and First Class US Mail

May 8, 2020

Abigail Wapner, GRI
Abigail Wapner Realty, Inc.
20090 Boca West Dr., Ste. #371
Boca Raton, FL 33434
abigail@abigailwapnerrealty.com

Robert Barker and Rachael Barker
6797 Willow Wood Dr., #6066
Boca Raton, FL 33434
Robbarks1@gmail.com

Dear Ms. Wapner and Mr. and Mrs. Barker:

Re: Boca West Country Club, Inc.
Sale of 6797 Willow Wood Dr., #6066, Boca Raton, FL 33434

I am the attorney for Boca West Country Club, Inc. ("Club"). I am hereby notifying you that a Board of Governors investigation is taking place into allegedly improper conduct engaged in by Gilbert L. Snyder and Linda A. Snyder when they were lessees with Club privileges in connection with a prior closing with Barbara and Marvin Mitzner that the Snyder's purportedly prevented from taking place.

The Snyder's alleged behavior, if substantiated by the Board investigation, could lead to the Snyder's being denied approval for Club Membership.

Very truly yours,

GREENSPOON MARDER LLP



Larry Corman, Partner

cc: Boca West Country Club, Inc.

GreenspoonMarder^{LLP}

Larry Corman, Partner
One Boca Place
2255 Glades Road, Suite 400-E
Boca Raton, Florida 33431
Phone: 561.994.2212
Fax: 561.997.8494
Direct Phone: 561.322.2982
Direct Fax: 561.322.2986
Email: larry.corman@gmlaw.com

May 8, 2020

Mr. & Mrs. Gilbert Snyder
6797 Willow Wood Dr., #6066
Boca Raton, FL 33434

Dear Mr. & Mrs. Snyder:

Re: **Board Investigation Regarding Your Conduct at Boca West Country Club, Inc. (the "Club")**

This Firm represents the Club. The Club is aware that you have entered a contract to purchase 6797 Willow Wood Drive, Unit #6066 from Robert Barker and Rachael Barker.

The Club's Board of Governors (the "Board") is conducting an investigation regarding allegations pertaining to your conduct in connection with the closing of a prior sale agreement that you entered into with Barbara and Marvin Mitzner, 6875 Willow Wood Drive, Unit #2066. If the Board determines that the allegations regarding your misconduct are substantiated, when your lessee based Club access terminates on May 31, 2020, you will likely not be approved for either Club Membership or any further access to the Club. Accordingly, you should be aware that your application for Club Membership based on your contract to purchase the Barker's property may well be rejected.

As you should know, the Club's Bylaws require that Members/Lessees are obligated to engage in conduct that will not endanger the welfare, safety, harmony or good reputation of the Club. The Club's Board is evaluating whether your alleged conduct with respect to the transaction you had with the Mitzner's violated that standard and requirement.

The Club's Bylaws also provide that the Club is private and that there is not any right for any person to be approved for Membership. Accordingly, this letter constitutes notice to you that if the allegations regarding your conduct are confirmed the Club will probably not approve you to be a Club Member.

Very truly yours,

GREENSPOON MARDER LLP


Larry Corman, Partner

cc: Boca West Country Club, Inc.

Boca Raton Denver Edison Ft. Lauderdale Las Vegas Los Angeles Miami Naples
New York Orlando Portland Scottsdale Tallahassee Tampa West Palm Beach

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GreenspoonMarder^{LLP}

Larry Corman, Partner
One Boca Place
2255 Glades Road, Suite 400-E
Boca Raton, Florida 33431
Phone: 561.994.2212
Fax: 561.997.8494
Direct Phone: 561.322.2982
Direct Fax: 561.322.2986
Email: larry.corman@gmlaw.com

Via Certified Mail Return Receipt Requested and US Mail

May 26, 2020

Robert Barker and Rachael Barker
6797 Willow Wood Dr., #6066
Boca Raton, FL 33434

Dear Mr. and Mrs. Barker:

Re: Contemplated Title Transfer of 6797 Willow Wood Dr., Unit 6066, Boca Raton, FL 33434 to the Snyders

This law firm represents Boca West Country Club (the "Club") in connection with the above referenced matter. The Club is completing an investigation of the Snyders' alleged conduct in connection with a prior scheduled closing which did not take place due to purportedly inappropriate actions which, if found to be true, may result in the Club's rejection of the Snyders as new Club Members.

Regardless of the Club's decision regarding the Snyders, you will be able to continue your lease with them as long as you and they find it mutually advantageous, although the Snyders access to the Club as your lessee may be terminated by the Club.

Note that your contract with the Snyders expressly states that the sale is contingent on the Snyders applying for and being approved for Club Membership. Accordingly, any action taken by the Club if the Snyders are rejected as new Club Members is explicitly contemplated as being within the scope of the Club's legal rights.

We will immediately notify you of the Club's decision once the Board has completed the investigation and notified us of the results.

Very truly yours,

GREENSPOON MARDER LLP


Larry Corman, Partner

cc: Boca West Country Club, Inc.
Abigail Wapner (via email only, abigail@abigailwapnerrealty.com)

Boca Raton Denver Edison Ft. Lauderdale Las Vegas Los Angeles Miami Naples
New York Orlando Portland Scottsdale Tallahassee Tampa West Palm Beach

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GreenspoonMarder^{LLP}

Larry Corman, Partner
One Boca Place
2255 Glades Road, Suite 400-E
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Phone: 561.994.2212
Fax: 561.997.8494
Direct Phone: 561.322.2982
Direct Fax: 561.322.2986
Email: larry.corman@gmlaw.com

May 29, 2020

Mr. & Mrs. Gilbert Snyder
6797 Willow Wood Dr., #6066
Boca Raton, FL 33434

Dear Mr. & Mrs. Snyder:

Re: Board Investigation Regarding Your Conduct at Boca West Country Club, Inc. (the "Club")

As you know from our prior communication this law firm represents the Club. The Club has investigated your conduct in connection with a prior real estate transaction with Marvin and Barbara Mitzner who were to be the Seller of their Boca West property located at 6875 Willow Wood Drive Unit 2066.

The Seller has alleged that on the day before the scheduled closing, through your lawyer, Robert Foreman, you demanded a price reduction of 15% (\$19,500.00) or you would not purchase the unit. You attempted to use as leverage to make your demand your knowledge that the Seller had already removed all their furniture, appliances and other personal items on to a moving truck in preparation for their move out of their home to relocate into a new Boca West unit that the Seller had contracted to purchase. In light of the desperate situation you created for the Seller, the Seller offered a \$5,000.00 price reduction, which you refused, forcing the Seller to remove all of their furniture, appliances and other personal items from the moving truck and return them to the unit they thought they had sold to you. Your actions in failing to close at this late hour placed the Seller in a personal and financial predicament.

The Club has concluded that your actions harmed a Club Member in Good Standing which constituted improper conduct likely to endanger the reputation and harmony of the Club. Accordingly, the Club has decided to reject any application from you to become a Member in the Club or a Lessee with Privileges.

Very truly yours,

GREENSPOON MARDER LLP

/s/ Larry Corman

Larry Corman, Partner

Boca Raton Denver Edison Ft. Lauderdale Las Vegas Los Angeles Miami Naples
New York Orlando Portland Scottsdale Tallahassee Tampa West Palm Beach

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Mr. & Mrs. Gilbert Snyder
May 29, 2020
Page No. 2

cc: Robert and Rachael Barker
Abigail Wapner, GRI
Marjorie S. Margolies, Esq.
Robert Forman, Esq.
Boca West Country Club, Inc.

NOT A CERTIFIED COPY

NOT A CERTIFIED COPY

EXHIBIT “J”

Robert Forman

From: Barbara L. Mitzner <italianews@icloud.com>
Sent: Thursday, June 11, 2020 7:16 PM
To: Robert Forman
Subject: Snyder

June 11,2020

Dear Mr Forman ,

This is taking way too long! I have no hesitation in reporting you and your firm to the Florida Bar Association. You haven't just represented Mr. Snyder, you have colluded with him to destroy the deal we had. The emotional distress. The financial distress , that you and your client have caused us is unconscionable. We are not going to let this go.

Regards. Barbara Mitzner.

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EXHIBIT “K”

"AS IS" Residential Contract For Sale And Purchase

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

1* **PARTIES:** Marvin Mitzner Barbara Mitzner ("Seller"),
2* and Alan Schulman Leslye Schulman ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

7* (a) Street address, city, zip: 6875 Willow Wood Drive, #2066, Boca Raton, FL 33434
8* (b) Located in: Palm Beach County, Florida. Property Tax ID #: 00424715100012066
9* (c) Real Property: The legal description is WILLOW WOOD MIDRISE COND I UNIT 2066

10
11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
19 and other access devices, and storm shutters/panels ("Personal Property").
20* Other Personal Property items included in this purchase are: all furniture & TVs

21
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
23* (e) The following items are excluded from the purchase: All accessories and personal items and curtains

24
25 **PURCHASE PRICE AND CLOSING**

26* **2. PURCHASE PRICE (U.S. currency):** \$ 120,000

27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1,500

28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* (CHECK ONE): (i) accompanies offer or (ii) is to be made within 3 (if left HBM BSM
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN Keyes Real Estate
31 OPTION (ii) SHALL BE DEEMED SELECTED. 1520 E Sunrise Blvd.
32* Escrow Agent Information: Name: Patricia Reel Title & Escrow Ft. Lauderdale, FL

33* Address: 6800 Glades Road, Suite 204, Boca Raton, FL 33434 954-467-0105
34* Phone: 561-380-6500 E-mail: leanne@patchreeltitle.com Fax:
35* (b) Additional deposit to be delivered to Escrow Agent within 10 (if left blank, then 10)
36* days after Effective Date \$ 8,500

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

39* (d) Other: \$
40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire

41* transfer or other COLLECTED funds \$ 110,000
42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

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

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on August 14th, 2020 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials AS LS

Seller's Initials HBM BSM

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

- 54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.
58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
60 extended as provided in STANDARD G.

61 **6. OCCUPANCY AND POSSESSION:**

- 62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the
63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed
64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices
65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of
66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,
67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
68 * (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that
72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery
73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer
74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to
76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 77 * **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
78 * this Contract; may assign but not be released from liability under this Contract; or may not assign this
79 Contract.

80 **FINANCING**

81 **8. FINANCING:**

82 * (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86 * (b) This Contract is contingent upon Buyer obtaining approval of a conventional FHA VA or other
87 * _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval
88 * Period") for **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate in the Loan Amount (See Paragraph
89 * 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's
90 * creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

91 * (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days
92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a
96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited
97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's
98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,
100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose
101 such status and progress, and release preliminary and finally executed closing disclosures and settlement
102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to
105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been
106 unable to obtain Loan Approval and has elected to either:

- 107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
108 (2) terminate this Contract.

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see rider for terms).

(d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

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

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

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

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

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

Buyer's Initials AS LS

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Seller's Initials MPZ OEW

- 164 * (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]**: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
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- 168 * (d) **SURVEY**: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
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- 172 *as LS* (e) **HOME WARRANTY**: At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
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- 177 (f) **SPECIAL ASSESSMENTS**: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):
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- 183 * (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
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- 185 * (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
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- 187 **IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.**
- 188 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

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- 191 (a) **RADON GAS**: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
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- 195 (b) **PERMITS DISCLOSURE**: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
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- 201 (c) **MOLD**: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
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- 203 (d) **FLOOD ZONE; ELEVATION CERTIFICATION**: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
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- 210 * (e) **ENERGY BROCHURE**: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
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- 219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 220 mandatory.
- 221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
 222 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
 223 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 224 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 225 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
 226 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 227 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 228 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 229 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
 231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
 232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
 233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
 234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
 235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
 236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
 237 FIRPTA.
- 238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
 239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
 240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
 241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
 242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
 243 building, environmental or safety code violation.

244 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

- 245 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 246 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 247 IS Maintenance Requirement").
- 248 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
- 249* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15)
 250 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 251 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 252 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
 253 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
 254 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
 255 be released of all further obligations under this Contract; however, Buyer shall be responsible for
 256 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
 257 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
 258 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
 259 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
 260 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
 261 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
 262 repairs and improvements required by Buyer's lender.
- 263 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 264 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 265 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 266 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
 267 Maintenance Requirement and has met all other contractual obligations.
- 268 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
 269 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
 270 written documentation or other information in Seller's possession, knowledge, or control relating to
 271 improvements to the Property which are the subject of such open or needed Permits, and shall promptly
 272 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
 273 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
276 expend, any money.
277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
279 to Buyer.

280 ESCROW AGENT AND BROKER

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

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

323 DEFAULT AND DISPUTE RESOLUTION

324 **15. DEFAULT:**

325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
333 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
334 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
335 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
336 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
337 performance.

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

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

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
350 16 shall survive Closing or termination of this Contract.

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

356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 **18. STANDARDS:**
358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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Seller's Initials MRL DAV

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
390 thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
411 thereunder.

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

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other
421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

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

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

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment 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, 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 assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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

507 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
508 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
509 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever
510 the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to
511 the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as
512 if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic
513 (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon
514 shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures,
515 as determined by Florida's Electronic Signature Act and other applicable laws.

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

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

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

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

530 **T. RESERVED.**
531 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
532 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
533 county where the Real Property is located.

534 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service
537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
538 from the IRS authorizing a reduced amount of withholding.

539 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
540 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
541 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
542 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
543 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
544 to the IRS.

545 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
546 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
547 reduced sum required, if any, and timely remit said funds to the IRS.

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 558 disbursement in accordance with the final determination of the IRS, as applicable.
 559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 560 8288 and 8288-A, as filed.

561 **W. RESERVED**

562 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*
 563 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
 564 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
 565 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
 566 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*
 567 *Closing.*

ADDENDA AND ADDITIONAL TERMS

569 * **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 570 Contract (**Check if applicable**):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| | | <input type="checkbox"/> Other: _____ |

571 * **20. ADDITIONAL TERMS:** _____
 572 SELLERS AGREE TO ISSUE A CREDIT AT CLOSING OF \$1,500 TOWARD THE INSTALLATION AND PERMITTING OF A
 573 WASHER/DRYER.
 574 _____
 575 BUYERS MUST APPLY FOR BOCA WEST CLUB MEMBERSHIP WITHIN 5 DAYS OF THE FULLY EXECUTED
 576 CONTRACT AND APPROVAL MUST BE OBTAINED ON OF BEFORE 8/1/2020.
 577 _____
 578 _____
 579 _____
 580 _____
 581 _____
 582 _____
 583 _____
 584 _____
 585 _____
 586 _____
 587 _____

COUNTER-OFFER/REJECTION

- 589 * Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 590 deliver a copy of the acceptance to Seller).
 591 * Seller rejects Buyer's offer.

592
593

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

594

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

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Approval of this form by the Florida Realtors and The Florida Bar 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.

599
600

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

601*

Buyer: Alan Schulman Date: Jun 8, 2020

602*

Buyer: Lizlye Schulman Date: Jun 8, 2020

603*

Seller: Harvin Hitzner Date: Jun 10, 2020

604*

Seller: [Signature] Date: Jun 9, 2020

605
606*
607*
608*

Buyer's address for purposes of notice

Seller's address for purposes of notice

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

615*
616

Michelle Hanft
Cooperating Sales Associate, if any

Karen Sussman
Listing Sales Associate

617*
618

The Keyes Company
Cooperating Broker, if any

Champagne & Parisi Real Estate
Listing Broker

NOT A CERTIFIED COPY

Comprehensive Rider to the Residential Contract For Sale And Purchase

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

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Marvin Mitzner Barbara Mitzner (SELLER) and Alan Schulman Leslye Schulman (BUYER) concerning the Property described as 6875 Willow Wood Drive, #2066, Boca Raton, FL 33434

Buyer's Initials AS LS Seller's Initials MM LS

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than 20 (if left blank, then 5) days prior to Closing. Within 5 (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

AS LS

2. RIGHT OF FIRST REFUSAL:

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

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

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

\$ 508.00 payable (CHECK ONE): monthly quarterly semi-annually annually

and if more than one Association assessment

\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

and the current rent on recreation areas, if any, is

\$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows:

as LS

- (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

- (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

- (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

- (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows:

4. SPRINKLER SYSTEM RETROFIT:

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

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

as LS

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

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

LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (CHECK ONE): requests does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. BUYER'S RECEIPT OF DOCUMENTS:

(COMPLETE AND CHECK ONLY IF CORRECT) Buyer received the documents described in Paragraph 5, above, on June 9th, 2020.

8. COMMON ELEMENTS; PARKING:

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

Parking Space(s) # 92 Garage # _____ Other: _____

9. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. GOVERNANCE FORM:

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

NOT A CERTIFIED COPY

COVID-19/Coronavirus In-Person Access Acknowledgment

This form is being provided by:

Listing Brokerage Champagne & Parisi Real Estate
 Cooperating Brokerage The Keyes Company
(hereinafter referred to as "Agent/Broker")

to

Owner (Landlord/Seller) Marvin Mitzner Barbara Mitzner
 Prospect (Potential Tenant/Buyer) Alan Schulman Leslye Schulman

Acknowledgment

The Owner/Prospect named above acknowledge(s) that they are aware of the national emergency caused by the COVID-19/Coronavirus pandemic and the evolving nature of the health crisis, including the danger of community spread and risks posed to the health of those who contract COVID-19/Coronavirus.

In pursuit of Owner's objective to sell/lease the property and Prospect's objective to purchase/lease a property as safely as possible, Owner and Prospect, **as applicable**, confirm the following:

- Owner desires that Agent/Broker bring prospects to Owner's property, as requested by interested prospects, and to the extent authorized by law.
- Prospect directly or indirectly advises the Agent/Broker that it is necessary for Prospect to view select properties in-person in order to make a fully informed decision to purchase/lease, to the extent authorized by law.
- When properties are accessed in-person, there is an unavoidable health risk posed because of the nature of COVID-19/Coronavirus, and contact with, or proximity to, persons or things exposed to COVID-19/Coronavirus.
- Prospect will use their best efforts to minimize the health risk to themselves and to each other, and to all occupants of the properties being entered.
- Prospect/Owner represent(s) they are not aware of any issues with any person or property that pose a health risk to each other, Agent/Broker, and all occupants of the properties being entered.
- Prospect/Owner agree(s) to notify others who have accessed the property if they become aware of information that poses a danger previously unknown.
- Prospect/Owner agree(s) in all respects to comply with the most current version of the Center for Disease Control (CDC) guidelines when accessing properties, and will not obligate Agent/Broker to violate any applicable laws or orders, CDC Guidance, or otherwise compromise the safety of Agent/Broker or the public to access properties.

Assumption of risk

By signing this acknowledgment, each Prospect fully assumes any and all risks posed to Prospect that result from Prospect entering properties for sale/lease, as applicable, including but not limited to risks arising during showings, inspections and all other in-person access. By signing this acknowledgment, each Owner assumes all risks posed to Owner that result from prospects entering Owner's property,

including but not limited to risks arising during showings, inspections and all other in-person access of properties.

Each signature below is made freely and voluntarily, recognizing that the Agent/Broker is relying on these representations in fulfilling Owner's and/or Prospect's directions to Agent/Broker.

Harvin Hitzner
Owner's Signature

Jun 10, 2020
Date

[Signature]
Owner's Signature

Jun 9, 2020
Date

OR

Alan Schulman
Prospect's Signature

Jun 8, 2020
Date

Leslye Schulman
Prospect's Signature

Jun 8, 2020
Date

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CHAMPAGNE & PARISI REAL ESTATE

Buyer/Seller/Landlord/Tenant Disclosure

Champagne & Parisi Real Estate provides this statement to assist you in making an informed decision on the purchase or rental of real property in Southeast Florida. You should carefully read all agreements to ensure that they adequately express your understanding of the transaction. A real estate broker is a person qualified to advise about real estate. If legal, tax or other advice is desired, consult a competent professional in that field. This form is provided for your information. Its acceptance does not obligate you to any transaction.

1. **Legal Requirements.** In Florida, all contracts for real property and lease for periods in excess of 1 year are required to be in writing to be enforceable and to comply with the law. You have the right to have legal counsel represent you in any real estate transaction.
2. **Brokers.** Both the listing broker and other broker and their sales associated are obligated to treat you honestly and fairly. They must (1) present all verbal or written offers to the Seller; (2) respond honestly and accurately to questions concerning the property; and (3) disclose any latent defects they know about the property.
3. **Escrow Deposits.** Monies deposited with any Florida real estate broker must be delivered to the office no later than the next business day. The office is allowed to wait up to three (3) business days to deposit the money to the bank. Champagne & Parisi Real Estate will only hold rental deposit monies and will deposit any monies received on the day of receipt unless the Tenant requests otherwise. Deposit refunds will be made in accordance with Florida Law and only after deposited funds have cleared. Monies received by Champagne & Parisi Real Estate will be deposited in an insured financial institution chosen by Champagne & Parisi Real Estate.
4. **Closing Costs and Processing Fee.** I (We) understand and agree that at closing, additional sums will be required from the Buyer, in the form of closing costs. The mortgage lender or closing agent will provide an estimate of these costs. The customer agrees to pay Champagne & Parisi Real Estate a \$295.00 fee as a Seller, a \$395.00 fee as a Buyer and/or a \$99.00 fee as a Landlord and/or Tenant at the time of closing.
5. **Disclosures.** You may receive more than one disclosure form. You should read all disclosures carefully when presented to you.
6. **Equal Housing Opportunities.** The Broker is required by law and the National Association of Realtors Code of Ethics to treat all parties in a property transaction fairly without regard to race, color, religion, national origin, ancestry, sex, age, marital status, presence of children or physical or mental handicaps.
7. **Energy Efficiency.** Buyer may have the energy efficiency rating of the building being purchased determined.
8. **Lead Based Paint Statement.** Federal law requires this disclosure to a Buyer/Tenant before becoming obligated on a contract or lease of residential property built before 1978. Every purchaser of an 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 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 woman. 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 inspections in the seller's possession and notify buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Ask your broker for the lead paint statement if buying or leasing a residential property built before 1978.
9. **Hazardous Material Information.** There are many hazardous materials that could affect the properties you may be shown as a potential Purchaser/ Renter. The broker will generally have no knowledge of those hazardous materials and does not have the technical expertise to advise you of their presence or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, lawn and garden chemicals and a variety of indoor air pollutants that can accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated lawn water, landfills and other disposal sites, and industrial air and water

emissions. Some of the more common hazardous substances are asbestos, groundwater contamination, lead-based paint, urea formaldehyde foam insulation (UFFI) and radon gas. Generally, additional information pertaining to those substances is available from the U.S. Environmental Protection Agency or the Florida Department of Health and Rehabilitative Services. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to a persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information about radon and radon testing may be obtained from your county health unit.

10. **Hidden Defects.** Florida law requires Seller to disclose to any potential Buyer any known defects which may not be readily visible.
11. **Inspections.** You should exercise your right to arrange for any inspections which you feel are necessary. It will be your responsibility to pay for such inspections. It is prudent to obtain as a minimum: roof, termite and seawall inspections and also consider inspections covering structure, plumbing, appliances, ect... Your purchase contract is likely to require that inspection to be completed within a defined period of time.
12. **Lease Agreements for Tenants.** If you intend to rent a property, it is the responsibility of you or the lessor to provide the lease. You should contact your attorney if you have any questions or need assistance in drawing up or reviewing a lease. The Agreement to Enter into a Lease is not a lease and only serves as a general understanding of terms which later be incorporated into a Lease.
13. **Future Property Taxes.** The Florida Save Our Home Amendment limits the increase in tax assessed value of a homesteaded property until the deed is transferred. In the year following the closing of the sale, the tax assessed value may change to market value which may result in a tax amount significantly higher than this year's tax amount. Existence of (or loss of) homestead or other exemptions may also affect the new tax amount. The Broker is not qualified to estimate future tax amounts. The local Property Appraiser's office is the only reliable source for more information.
14. **School Districts.** At some point in the transaction you may be provided with information regarding the school boundaries for a particular property. Due to school overcrowding in certain areas school boundaries are subject to change. As a result, the information available to the seller or the Realtor may not be accurate or current, even though it appears to be from a reliable source. If this information is important to you, please contact the local school board directly to check the accuracy of the school boundaries for a particular property prior to entering into a contract.
15. **Important Notice.** Pursuant to Florida law, the Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals who may be living in their communities. Buyers who would like this information should contact FDLE toll free at 1-888-357-7332 or www.fdle.state.fl.us/sexualpredators.com

Harvin Hirzner

Signature of Buyer/Seller/Landlord/Tenant

Jun 10, 2020

Date

[Signature]

Signature of Buyer/Seller/Landlord/Tenant

Jun 9, 2020

Date

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EXHIBIT "L"



BOCA WEST

COUNTRY CLUB

MINUTES

MEETING: Board of Governors

DATE: May 29, 2020

MEMBERS PRESENT: P Kupperman, H. Boilen, B. Winikoff, J. Macher, H. Moskowitz, J. Banks, P. Echenberg, P. Edwards, S. Forman, J. Glassman, E. Hoffman, B. Lerner, C. Rosenblatt, D. Shifrin, C. Wolf, H. Liebman (ex-officio)

MEMBERS ABSENT:

PARTICIPANTS: M. Linderman, K. Campbell, D. Wright, L. Stefaniw

FOR INFORMATION: The Board of Governors

ISSUED BY: Philip Kupperman

ISSUE DATE: June 29, 2020

Approval of the Minutes

Motion: On a motion made by Dr. Edwards and seconded by Mr. Forman, the minutes of the April 24, 2020 Board meeting are approved.

Chairman's Report – Phil Kupperman

The Board received an email from a member questioning if the Club would need a second approval vote from the membership for the Club Improvement Program as the project has been delayed due to the COVID-19 pandemic. Legal counsel confirmed a second approval is not needed. Florida Statue authorizes the Club to take action in good faith during an emergency. There is no liability or negative financial implications and the Club can delay the project.

The Club has received requests from first year lessees who have not been able to find another home due to the COVID-19 pandemic. They have asked if the Club would consider allowing them to have their first year privileges in their second year but still charging them the 30% upcharge.

Motion: On a motion made by Mr. Winikoff and seconded by Mr. Forman, the Board unanimously agrees to ratify the Lessee Privileges vote of the Board through email.

General Manager's Report – Matthew Linderman

Financial Flash Report

Some highlights of the current flash report include re-opening golf revenues exceeding last year and budget with rounds played exceeding budget by 2,145 and 1,974 higher than last year.

For the period of May 1st through May 25th Panache and Grand Central takeout orders totaled 10,885 generating \$175,875 in revenue, this includes 547 meals prepared for Cinco De Mayo, 378 meals prepared for Mother's Day and 720 meals prepared for Memorial Day.

For the period of May 1st through May 25th Pantry orders totaled 1,885 generating \$80,482 in revenue.

Delinquent Dues, Foreclosures and Downgrades

There are currently 62 delinquent members, 36 of those have been delinquent for more than one year. Last year at this time there were 46 delinquent members and nine of those have been delinquent for more than one year.

As of today there have been three foreclosures compared to four last year at this time.

As of May 27, 2020 golf is down 16 players compared to up 11 players last year and tennis is down 15 players compared to down three players last year. There are 27 players who took the Pickleball Membership.

General Business

We will be opening Grand Central inside for lunch starting Monday June 1st and dinner, inside and outside, starting Thursday, June 4th.

We are planning Drive-In movie events that will continue over the next couple of months. We are working on getting new releases and will show some classics as well.

We have been taking temperatures of the staff for a couple of weeks. We would like to start taking temperatures of the members that come inside the buildings, including the cart barn. We will follow the CDC guidelines and will not allow access to anyone who reads 100.4 degrees or higher.

Motion: on a motion made by Mr. Kupperman and seconded by Mr. Boilen, the Board unanimously approves the staff to take members temperatures as they enter the Clubs buildings.

We will remain firm on the current no guest policy and reevaluate at the June Board meeting.

The Department Heads are in the process of meeting with Committee Chairs to evaluate their budget. We are being challenged on how to plan for season with events and the difficulty of not knowing what circumstances we will be experiencing.

We are moving forward with International program and visa process for next season.

Boca West Realty received a \$62,000 loan from the Paycheck Protection Program.

The National Club Association continues to work with the government on including private clubs around the country in the relief stimulus package. The bill is in the House awaiting a vote.

The Club's Business Interruption insurance claim was denied by Zurich stating COVID-19 was excluded in our policy as they define COVID-19 as a microorganism and virus, and there was no direct physical damage to the Club's property. The Club's insurance representatives are appealing the denial and we will evaluate if outside counsel is needed.

We have begun a solar energy study for the upcoming Sports Center project.

On May 28th 550 meals were delivered to the staff at Boca Raton Regional Hospital.

The Club is a finalist in the Sun Sentinel Top Workplace 2020. We are the only Country Club featured. We are so proud of the entire team and all their hard work and dedication, especially during these difficult and uncertain times.

IT Project

We are in phase two of the project. We are currently working with CSSI on facial recognition time clocks that have built in temperature checks and can be integrated with the new system.

COVID-19

Our in-house Training Coordinator, Gabriel Felix, is developing a training program for our staff with all the new updated safety procedures and protocols. We are working on a Health and Safety Precautions brochure that will be shared with the members. This brochure will detail what the Club is doing in response to COVID-19.

We have engaged a WELL certified engineer firm to perform a full wellness assessment of all our building mechanical systems. They will evaluate the air conditioning filtration, ventilation and purification and will investigate the addition of UV lights.

We have ordered several electrostatic machines as an addition to the daily cleaning we do already. Cleaning supplies and the cost associated with sanitization has been elevated.

In conjunction with BWMA we are evaluating companies on the market that provides on-site COVID-19 and antibody testing for large scale communities. The goal is to have a continuous program over the next several months. There will be no cost to the Club. The tests are covered by insurance, including Medicare and private insurance, with a self-pay option for our out of country residents (final costs to be determined). We will include testing for the staff and the program will be in place for our international staff, when they start to arrive. BWMA is scheduled to have a board meeting next week for approval.

George Snow Scholarship

We had two dependents of employees selected to receive the scholarship this year. The daughter of Meg Botting in Golf and the daughter of Bernier Deliska in Golf Course Maintenance.

Foundation report – Pamela Weinroth (written report provided)

As the coronavirus jeopardizes aid to at-risk children, the Boca West Children's Foundation has not stopped working. The Grant Committee has begun to distribute much needed funds to the following partner charities that provide essential services for local children:

- Place of Hope, JAFCO, SOS Children's Villages and HomeSafe, which has direct care responsibility for more than 1,000 at risk children within the dependency system.
- Florence Fuller Child Development Center, American Association for Caregiving Youth, Sweet Dream Makers, Caridad Center and the Youth Activity Center, which are providing direct financial aid, food, and emotional support for those out of work and caring for young or old at risk.
- Education Foundation of Palm Beach County to help provide computers for the underserved kids who have none and will need to be home schooled for the foreseeable future.
- Faulk Center. The mission of the Faulk Center for Counseling is to promote emotional well-being through a variety of free and low-cost programs for counseling, therapy, and support.
- Boca Helping Hands. As one of the largest community service agencies in Palm Beach County, Boca Helping Hands is being asked to maintain its critical services and provide additional support as part of a coordinated response to the ongoing crisis. They have also starting to offer distance-learning options for professional development and the Job Training Program.
- Unicorn Children's Foundation. The Unicorn Children's Foundation has announced a "virtual" Unicorn Connection for teens to find resources and jobs.
- Best Foot Forward. Best Foot Forward pairs program participants, in the dependency system, with an Academic or Graduation Coach from kindergarten to college. Through one-on-one support, each Coach provides a range of educational planning and monitoring to ensure academic success.
- Grandma's Place who provides abused or neglected children a place where they receive 24-hour care in a safe home-like environment; including many children with disabilities or developmental delays.

- The YMCA for day camp for children of First Responders during this pandemic.
- Viner Scholars to provide South Palm Beach County High School students with four year scholarships to colleges and universities in the State of Florida public educational system.

Additional funds sent:

- To our Charity Partners for our Super Bowl Raffle.
- To our Charity Partners as Pass Through Grants.

For a total amount, so far, of \$734,400 with more to come in the following weeks.

The Foundation is in the process of working on new fundraising initiatives to engage our current donor base as well as attract more philanthropic dollars from all parts of Palm Beach County.

Legal – Jerry Glassman

Member Complaint

A Member filed a Complaint with the Club alleging that a Lessee with Privileges harmed the member by behaving improperly during a transaction between them. The Chairman appointed an ad hoc committee to investigate the Complaint. The ad hoc committee after conducting an investigation filed its report and recommendation, which the Board adopted in the following Resolution.

Motion: On a motion made by Mr. Glassman and seconded by Mr. Winikoff, the Board unanimously approves and accepts the resolution as stated below:

WHEREAS, Gilbert and Linda Snyder (hereafter the Snyders) were Lessees with Privileges and are not members of Boca West Country Club, Inc. (CLUB), and

WHEREAS, the Snyders during the term of their lease with privileges entered into two contracts for the purchase of units in Boca West. Each contract requires that the Club approve the buyer for Membership in the Club before the contract could close. The first contract with Barbara and Marvin Mitzner (Seller) failed to close, prompting Seller to file a complaint against the Snyders. Immediately after the Snyders failure to close on the first contract, they entered into the second contract. The Club immediately notified the seller and realtor on the second contract that an investigation was ongoing into the allegations contained in Seller's complaint. The notification advised the seller, realtor and the Snyders that in the event the investigation substantiated the allegations in the complaint, the Snyders would not be approved for Membership by the Club; and

WHEREAS, The investigation revealed that the failure of the Snyders to close on the first contract was due to a willful act that resulted in harming the Seller who are Members in Good Standing of the Club. The Snyders waited until late morning on the day before the scheduled closing, with knowledge that the Seller had vacated the unit and removed all Seller's furniture, appliances and other personal items on to a moving truck, a time when Seller was committed to a sell and simultaneous buy transaction to demand a 15% reduction (\$19,500) in the purchase price. Buyer's action placed a Member in a financial and personal predicament. In desperation, Seller offered a \$5,000 reduction. The Snyders rejected the Seller's proposed price reduction and refused to close. The investigation concluded that the Snyders harmed a Member of the Club and that their behavior constituted improper conduct likely to endanger the reputation and harmony of the Club, and

WHEREAS, the Board of Governors having had the opportunity to consider all options available to the Club with respect to the Snyders who are not Club Members and are no longer Lessees with privileges and whose application for Membership is pending approval by the Club with respect to the terms of the second contract entered in to by the Snyders; and pursuant to the authority set forth in the CLUB's Bylaws and Rules and Regulations concludes that it would be in the best interests of CLUB to bar the Snyders from the CLUB and/or CLUB Property for life, effective immediately;

NOW THEREFORE IT IS HEREBY RESOLVED AS FOLLOWS:

1. Effective immediately, the Snyders shall not be permitted to become a Member and/or in any way enter and/or use CLUB facilities. Moreover, the Snyders shall not be permitted to participate in any activities of the CLUB as a guest of another Member, Staff, Management or any person or entity that contracts to use the CLUB's facilities (i.e. outside affairs).
2. The Snyders or any person or any entity (including but not limited to a Trust, Land Trust, Corporation, Partnership, Limited Partnership and Limited Liability Company) owned or affiliated with the Snyders or one of their entities shall not purchase property in the Boca West Community and/or apply for membership in the CLUB, or designate the Snyders as a "Designated Users".
3. Management is hereby authorized to take all necessary steps to implement the terms of this RESOLUTION, including the "posting" of this RESOLUTION in accordance with Article X, Section 10.02, Paragraph C of the CLUB's Bylaws.

Election Task Force

The report previously distributed by the election task force was discussed in depth and the following motion was made.

Motion: On a motion made by Mr. Glassman and seconded by Mr. Winikoff the Task Force Report was accepted by the Board as the standard operating procedures (SOP) for the operation of the Nominating Committee going forward. The present and future Chairman of the Board is directed to give the standard operating procedures to the Chair of the Nominating Committee they select for ratification at the June meeting. Management is directed to modify Rule B2 and add it to the Rules and Regulations and published to the Membership.

Further Discussion took place with regard to the role of the nominating committee members who are on the Board, and whether or not it's a conflict of interest for said nominating committee member to run as Chairman of the Board for the upcoming election year.

Motion: On a motion made by Mr. Kupperman and seconded by Mr. Macher the Board approves that each of the three Board members selected by the Chairman of the Board must commit, as a condition of serving on the Nominating Committee, that he or she will not run for Chairman of the Board in the election year in which the Nominating Committee is nominating candidates to run for the Board. (Against: Dr. Edwards, Mr. Forman, Mr. Rosenblatt, Mr. Lerner, Mr. Echenberg and Mr. Winikoff).

Long Range Planning – Paul Echenberg

In Executive Session, the Board considered the report of the Long Range Planning committee's recommendation with the issue of member infirmities. The report and recommendations were approved and all relevant Task Forces, Committees and Management are directed to implement those parts of the report that come within their jurisdiction.

Executive session ended.

Finance – Joel Macher

The Club's closing due to the Coronavirus pandemic had a significant impact to the Club's Operating Profit. Many areas of the Club have been impacted by the pandemic. The goal is to go into next fiscal year with no deficit or assessment.

Non-operating items include dues related to the number of non-paying members being in excess of the numbers anticipated in the budget.

Gross Profit for the month of April was \$850,200 lower than budget due to the closing of the Club. Food and beverage gross profit (excluding catering) was \$205,200 lower than anticipated and Catering Gross Profit was \$201,600 lower than budget due to cancellation of events. Food and Beverage cost was 56%, which is 2% higher than budget and last year.

Golf Revenue was down \$188,200 for the month of April and Retail Gross profit was \$42,000 lower than anticipated.

Fitness Revenue was \$205,300 lower than budget offset by commissions not paid of \$160,500.

Wages and Benefits (excluding commissions) were \$740,500 favorable for April as the International Staff was sent home earlier than expected and adjustments were made in staffing due to closures around the Club.

Operating Expenses were \$303,500 favorable for the month of April. Savings in expenses directly related to closing Club operations such as Valet, Music/Entertainment, Food & Beverage operating supplies and Utilities contributed to the savings offset by the purchase of airline tickets for the international staff to return to their home country.

Total cash as of April 30, 2020 was \$6.1 million with \$5.0 million outstanding on the line of credit. As of April 30, 2019 total cash was \$8.0 million which included \$15.0 million outstanding on the line of credit. Cash balances, excluding borrowing, were \$8.1 million higher than last year.

Special Project – Howard Liebman.

Akoya

Akoya has 66 units sold or 58% current occupancy.

Renovator Program

We are at 86 sold and there are five more pending. One additional unit has been acquired by the renovator.

Bulk Renovator

Mr. Kupperman, Mr. Liebman, Matthew Linderman and Leslie Kennedy met with one bulk renovator who will start with five units that are already identified. There is a second bulk renovator who has been identified and a meeting will take place in the upcoming weeks.

Leadership Development.

We have 15 members who will be participating in the Program this year. Our first meeting was held virtually on May 18th, 2020. BWMA has committed to participate this year. We are impressed with the quality of members who are participating this year with expectation that this program will continue to be a conduit to succession planning for the Clubs future leadership.

Audit – Paul Echenberg

The committee met with Kathy Campbell on April 29th, 2020 to review the annual tax returns. There are no issues with the tax filings. The Conflict of Interest form has been amended in order to address certain questions on the tax filing.

Membership – Harriet Moskowitz

Motion: On a motion made by Mrs. Moskowitz and seconded by Mr. Winikoff the Board unanimously approves the 13 new memberships for April 2020.

Membership Statistics

As of May 22nd, closed and pending sales to new members were 108 (including 12 Akoya) compared to 142 (including 33 Akoya) last year. Closed and pending sales to new members excluding Akoya were 96 compared to 109 last year.

There has been an increase in membership inquiries.

Leasing Program Task Force – Bob Winikoff

This task force was charged with the responsibility to analyze the current leasing program to determine if the program as it exists today is in the best interest of Boca West that does not want to promote itself as a rental community.

The Board reviewed the report by the task force and adopted the following Resolution.

Motion: On a motion made by Mr. Winikoff and seconded by Mr. Macher, the Board unanimously approves and accepts the resolution as stated below.

WHEREAS, the Board of Governors has evaluated whether limitations on the transference of membership privileges to lessees are appropriate; and

WHEREAS, the evaluation has revealed that (1) some lessees have become de facto members of the Club without ever officially joining the Club and paying the Joining Fees required of all new members, and that (2) some residential equity units of the Club have become rental units, with membership privileges attached to those units being transferred year after year; and

WHEREAS, in view of the foregoing, the Board of Governors has concluded that it is in the best interests of the Club to promulgate a Rule limiting the transfer of membership privileges to lessees;

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

A. The new Rule created by this RESOLUTION is set forth in Paragraph B below. The Rule will be added to the Club's Rules and Regulations, and will be entitled "LIMITATIONS TO THE TRANSFERENCE OF CLUB MEMBERSHIP PRIVILEGES TO LESSEES". The Rule will have immediate effect and will be announced to the membership as soon as practical after enactment of the RESOLUTION by the Board of Governors. The Rules and Regulations Update Committee is directed to insert this new Rule in the appropriate section of the updated and revised Rules and Regulations.

B. LIMITATIONS TO THE TRANSFERENCE OF CLUB MEMBERSHIP PRIVILEGES TO LESSEES

1. No lessee may have membership privileges in the Club during more than two fiscal years in the aggregate.
2. There is a maximum of two fiscal years in the aggregate during which an owner/member of a unit may transfer to lessees of that unit membership privileges.
3. All lessees who receive membership privileges shall be subject to, at a minimum, the same screening procedures as apply to prospective members.
4. For all units, owners and lessees, the two fiscal year measuring period shall begin on October 1, 2020, subject to the proviso below. That means that any leasing activity prior to October 1, 2020 is not counted; provided, however, that any lessee who has received membership privileges at any time prior to October 1, 2020, may receive membership privileges only during one fiscal year beginning on or after October 1, 2020.

Communications – Howard Boilen

Nothing to report at this time other than the minutes already distributed.

Tennis – David Shifrin

The most recent Executive Order allows tennis to move to doubles.

Golf Operations – Steve Forman

Nothing to report at this time other than the minutes already distributed.

House/Activities – Charlie Wolf

The online activities have been well received with high participation from the members. A few highlights of upcoming events include Drive-In movies, a night in Italy pop-up to-go dinner and Father's Day to-go.

Fitness/Aquatics – Bob Lerner

Aquatics has had steady traffic since reopening. Safety continues to be a challenge. We have received many questions on the use of masks, the current policy remains. Shields will be accepted in place of the masks.

Retail – Enid Hoffman

The retail staff is scanning and evaluating inventory in the warehouse.

Human Resources – Jeanine Banks

H2B Update

The prevailing wage statement has been received. There is an increase in pay in a few positions but no significant increases in the petitions with the highest number of employees. All of the necessary information is being prepared to send to the immigration attorney's office to start the H2B application process. To date, the attorney is saying that we should receive all of the approvals as we have in the past.

Employee Apartments

We have been invited back to all four apartment complexes next year. Our staffing numbers should be similar to last year.

Recruitment

We are calling back all employees (part-time, seasonal, instructors etc.) who have not been working due to the closing of parts of the Club. We have a few staff members who have decided they do not want to return and have resigned their positions.

The recruiting trips to Europe and South Africa have not been finalized. We are waiting to determine if the trip will be needed or if we can make other arrangements. We anticipate hiring from South Africa, Ireland, Italy, Portugal and Romania. There are a number of former participants that are interested in returning so we should have a very high return rate next season.

Staffing

The current number of employees is 398 vs 534 last year. This number is considerably lower than past year's staffing because of the COVID-19 pandemic.

BWMA – Phil Edwards

The BWMA Board of Directors meeting was held virtually via zoom on April 29, 2020.

The Masters Association has a process in place for confirmed covid cases. The community at large will be notified, names will be released after receiving consent from the resident.

The Masters Association received a \$750,000 loan from the Paycheck Protection Program.

Ombudsman – David Shifrin

Many inquiries have been received regarding the fitness rule of wearing masks to workout.

Adjournment

There being no further business to discuss, the meeting adjourned to executive session at 1:20pm

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EXHIBIT “M”

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

GILBERT SNYDER and LINDA SNYDER,
husband and wife,

CASE NO.: 502021CA004954XXXXMBAI

Plaintiffs,

vs.

MARVIN MITZNER and BARBARA MITZNER
husband and wife and
JEROLD E. GLASSMAN, an Individual

Defendants

SUBPOENA FOR DEPOSITION DUCES TECUM

THE STATE OF FLORIDA:

TO: Mallory A. McCabe
Boca West Realty
7763 Glades Road
Boca Raton, FL 33434

YOU ARE COMMANDED to appear before a person authorized by law to take depositions at the Law Office of Harry J. Ross, 6100 Glades Road, Suite 211, Boca Raton, FL 33434 on June 10, 2024 @ 11:00 a.m., for the taking of your Deposition in this action and have with you at that time and place the following:

SEE EXHIBIT "A"

If you fail to appear, you may be in contempt of court.

You are subpoenaed to appear by the following attorneys and unless excused from this subpoena by these attorneys or the Court, you shall respond to this subpoena as directed.

DATED on April 16, 2024.

HARRY J. ROSS, ESQ.

For the Court

By: 

HARRY J. ROSS, ESQ.
Florida Bar No. 846228

HARRY J. ROSS, ESQ.
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IN ACCORDANCE WITH THE AMERICAN'S WITH DISABILITIES ACT, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should, within a reasonable time prior to any proceeding, contact the Americans with Disabilities Coordinator at 201 Southeast 6th Street, Fort Lauderdale, Florida 33301: (954) 831-7585, at least five (5) days prior to the proceeding. If hearing impaired, (TDD) 1-(800) 955-8771; or Voice (V) 1-(800) 955-8770, via Florida Relay Service.

EXHIBIT "A"

DOCUMENTS TO BE PRODUCED

1. A copy of the complete real estate file between Gilbert and Linda Snyder, Buyers, and Marvin and Barabara Mitzner, Sellers, for the real property described as 6875 Willow Wood Drive, Unit 2066, Boca Raton, Florida 33434 a/k/a Willow Wood Midrise, Condominium Unit 2066, including but not limited to the As Is Contract, Addendums, emails, and text messages by and between all interested parties to this transaction.
2. Copies of all letters, emails and text messages by and between Larry Corman, Esquire, and Mallory McCabe.
3. Copies of all letters, emails and text messages by and between David Beckerman, Esquire, and Mallory McCabe.
4. Copies of all letters, emails and text messages by and between Robert Forman, Esquire, and Mallory McCabe.
5. Copies of all letters, emails and text messages by and between Karen Sussman and Mallory McCabe.
6. Copies of all letters, emails and text messages by and between Gibert and Linda Snyder, and Mallory McCabe.

NOT A CERTIFIED COPY

EXHIBIT “N”

6875 Willow Wood Drive, #2066, Boca Raton, FL 33434

1 message

Karen Sussman <karens@bocahome.com>
Reply-To: Karen Sussman <karens@bocahome.com>
To: mmccabe@bocawest.com

Sat, Mar 21, 2020 at 12:03 PM

Here is the addendum.

Stay safe & well.

Karen Sussman

cell 561.866.6325

KarenS@BocaHome.com

www.BocaHome.com

www.DelrayBeachRealEstate.com

champagne & parisi real estate

151 n. ocean blvd. boca raton, fl 33432

CHAMPAGNE & PARISI
REAL ESTATE

 Closing Date Addendum.pdf
305K

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Addendum to Contract

Addendum No. 1 to the Contract with the Effective Date of 5/5/2020 between

 Marvin Mitzner Barbara Mitzner (Seller)

and Gilbert Snyder Linda Snyder (Buyer)

concerning the property described as: _____

 6875 Willow Wood Drive, #2066, Boca Raton, FL 33434
(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Sellers and Buyers agree to amend the closing date to: 4/9/2020

Sellers agree to issue a credit of \$500 toward repairs of the hot water heater.

This Addendum may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one and the same fully executed Addendum to Contract. In the event of any inconsistencies between the provisions of this Addendum and the provisions of the Contract, the provisions of this Addendum shall prevail and control.

NOT A CERTIFIED COPY

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Date: _____