



## LEAD-BASED PAINT DISCLOSURE FOR RESIDENTIAL SALES ADDENDUM



### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

This Addendum is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement between BUYER and SELLER (the "Agreement"). This Addendum is referenced in the Agreement and pertains to the **Jacksonville, FL 32216** following Property: \_\_\_\_\_.

#### Lead Warning Statement

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

#### Seller's Disclosure (initial)

\_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

09/13/23
11:25 AM EDTdotloop p verified 09/13/23

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).


12:43 PM EDT dotloop verified 09/13/23
12:43 PM EDTdotloop

p verified 09/13/23
------------------------

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

11:25 AM EDTdotloop verified

reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

☒ \_\_\_\_\_ Seller has no

#### Buyer's Acknowledgment (initial)

- \_\_\_\_\_ (c) Buyer has received copies of all information listed above.  
\_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.  
\_\_\_\_\_ (e) Buyer has (check one below):

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

#### Licensee's Acknowledgment (initial)

(f) 09/13/23
-----------------

10:18 AM EDTdotloop verified

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

### Certification of Accuracy

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

accurate.

9/13/2023

09/13/23 11:25 AM EDT  
6FEU-VSB1-0DLO-KSK3

Claudia saleem dotloop

BUYER SIGNATURE DATE SELLER SIGNATURE DATE

Hamza Saleem

dotloop

09/13/23 12:43 PM EDT  
KRUK-EMFJ-99PM-JPNZ

BUYER SIGNATURE DATE SELLER SIGNATURE DATE

BUYER

SIGNATURE DATE SELLER SIGNATURE DATE

BUYER SIGNATURE DATE

9/13/2023

dotloop verified  
09/13/23 10:18 AM  
EDT

7XKE-GFON-TLJC

SELLER SIGNATURE DATE

SELLING LICENSEE SIGNATURE DATE LISTING LICENSEE SIGNATURE DATE

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

dotloop signature verification: [dtp.us/9YFW-ycgi-OMJS](https://dtp.us/9YFW-ycgi-OMJS)

### PURCHASE AND SALE AGREEMENT COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS<sup>®</sup>, INC.

REALTOR<sup>®</sup> REALTOR<sup>®</sup> Yandis M. Garcia, a single man

1 \_\_\_\_\_

2 \_\_\_\_\_ ("BUYER/PURCHASER") (name as reflected on government-issued

3 photo ID) and \_\_\_\_\_

Joseph A. Napoli **Leiva**  
**Ernesto**

4 \_\_\_\_\_ ("SELLER") (name as

5 reflected on deed or government-issued photo ID), which terms may be singular or plural and include the 6

successors, personal representatives and assigns, as applicable, of BUYER and SELLER, hereby agree that 7

SELLER will sell and BUYER will buy the following described property with all improvements ("the Property"), 8

upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that 9

which is added will supersede that which is printed or marked.

10 **PROPERTY DESCRIPTION:** 32218

2621 CLARA RD, JACKSONVILLE, FL

11 (a) Street address, city, zip code: \_\_\_\_\_

Duval 1545390000

12 (b) The Property is located in \_\_\_\_\_ County, Florida. Property Tax ID No: \_\_\_\_\_

13 (c) Legal description of the Real Property (if lengthy, see attached legal description): \_\_\_\_\_

14

15 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or 16  
guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current 17  
taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do 18  
not adversely affect marketable title. SELLER hereby represents that SELLER has the legal authority and 19  
capacity to convey the Property, and that no other person or entity has an ownership interest in the Property. 20  
**Under Florida law, financing of the BUYER's principal residence requires BUYER and BUYER's spouse 21 to**  
**sign the mortgage(s). Under Florida law, the sale of a principal residence requires SELLER's spouse 22 to**  
**sign the deed even if the spouse's name is not on SELLER's present deed.**

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

3 3,500

24 (A) Binder deposit is paid herewith, or is due within \_\_\_\_\_ days after \$ \_\_\_\_\_ 25 date of  
acceptance of this Agreement, which will remain a binder until  
26 closing unless sooner disbursed according to the provisions of this  
27 Agreement.

28 (B) Additional binder deposit due on or before \_\_\_\_\_ or \$ \_\_\_\_\_ 29  
\_\_\_\_\_ days after date of acceptance of this Agreement

244,000

30 (C) Proceeds of a note and mortgage to be executed by BUYER (base \$ \_\_\_\_\_ 31 loan amount  
excluding FHA MIP, funding fees or financed closing costs).

32 **Financing type must be marked in paragraph 2**

57,500

33 (D) Balance due at closing (not including BUYER's closing costs, prepaid \$ \_\_\_\_\_ 34 items or  
prorations) by wire transfer or, if allowed by settlement agent,

35 by cashier's or official check drawn on a United States banking institution 305,000

36 (E) **PURCHASE PRICE** \$ \_\_\_\_\_ 37 **Binder deposit(s) to be held by:**

LANDMARK TITLE

38 Name: \_\_\_\_\_ 7220

FINANCIAL JACKSONVILLE, FL 32256

39 Address: \_\_\_\_\_ (904)

998-9733 Meridithfkdsjkljflksd@landmarktitle.com

40 Phone: \_\_\_\_\_ Email \_\_\_\_\_

41 **Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder 42**  
**deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced 43 in**  
**paragraph 12(A) hereof are not available.**

44 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

45 cash; or

46 loan without financing contingency, in which case lines 48 - 112 below do not apply to this Agreement 47 even if  
marked or completed; or



48 loan as marked below with financing contingency

Page 1 of 12 06/23rev

dotloop signature verification: [dtp.us/9YFW-ygcl-OMJS](https://dtp.us/9YFW-ygcl-OMJS)

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

49 Loan Approval (**mark only one box**):

50 **is** conditioned upon the closing of the sale of other real property owned by BUYER; or ☒

51 **is not** conditioned upon the closing of the sale of other real property owned by BUYER. 52 If neither box is  
marked, then Loan Approval is not conditioned upon the closing of the sale of other 53 real property owned by  
BUYER.

54 (A) **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the 55 PURCHASER  
shall not be obligated to complete the purchase of the Property described herein or to 56 incur any penalty by  
forfeiture of earnest money deposits or otherwise unless the PURCHASER has 57 been given in accordance with  
HUD/FHA or VA requirements a written statement by the Federal 58 Housing Commissioner, Department of Veteran  
Affairs, or a Direct Endorsement Lender setting forth 59 the appraised value of the Property of not less than \$

\_\_\_\_\_. The PURCHASER shall 60 have the privilege and option of proceeding with consummation of this contract without regard to the 61 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum 62 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the 63 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price 64 and condition of the Property are acceptable.”

65 **If Purchase Price changes, the dollar amount referenced in line 59 should be changed to 66 reflect the new Purchase Price.**

67 (B) **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the 68 BUYER shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete 69 the purchase of the Property described herein if this Agreement purchase price or cost exceeds the 70 reasonable value of the Property established by the Department of Veterans Affairs. The BUYER 71 shall, however, have the privilege and option of proceeding with the consummation of this Agreement 72 without regard to the amount of reasonable value established by the Department of Veterans Affairs.



73 (C) **CONVENTIONAL OR USDA:** If BUYER's financing is conventional or USDA, it is expressly 74 agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur penalty by 75 forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property described 76 herein if the Purchase Price exceeds the appraised value of the Property as established by BUYER's

77 lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation of 78 this Agreement without regard to the amount of said appraised value. This contingency shall expire 79 upon the expiration of the Loan Approval Period.

80 (D) **SELLER FINANCING OR MORTGAGE ASSUMPTION.** If marked, see applicable Addendum 81 attached hereto and made a part hereof.

82 **APPLICATION:** Within \_\_\_\_\_ days (5 days if left blank) after date of acceptance of this Agreement, BUYER  
5

83 will complete the application process for mortgage loan(s). BUYER will timely furnish any and all credit, 84 employment, financial, and other information required by lender sufficient to generate a Loan Estimate, require 85 that the appraisal or other lender-required valuations be ordered and obtained without delay, pay all fees 86 required by BUYER's lender, and make a continuing and diligent effort to obtain loan approval. Otherwise, 87 **BUYER is in default.** BUYER shall disclose, and hereby authorizes BUYER's lender to disclose, information 88 regarding the status, progress and conditions of loan application and loan approval including, without 89 limitation, the status of BUYER'S lender's appraisal and if the appraised value is less than the Purchase Price, 90 and any lender-required repairs/replacements/treatments, to SELLER, SELLER's attorney, Broker(s) to this 91 transaction, and the closing attorney/settlement agent. BUYER and SELLER hereby further authorize 92 BUYER's lender and the closing attorney/settlement agent to provide a copy of the combined settlement 93 statement and the BUYER and SELLER Closing Disclosures to Broker(s) to this transaction when provided to 94 BUYER and SELLER, both before and at closing (consummation). Seller shall, upon reasonable notice, 95 provide access to the Property for appraisals and, if not, the Loan Approval Period will be extended by the time 96 access was denied.

14

97 **LOAN APPROVAL PERIOD:** If the mortgage loan is not approved within \_\_\_\_\_ days (30 days if left blank) 98 after date of acceptance of this Agreement, including BUYER's and BUYER's lender's receipt of an appraisal, 99 without contingencies other than lender-required repairs/replacements/treatments, marketable title and survey 100 map, hereinafter called the **Loan Approval Period, BUYER may terminate this Agreement by written 101 notice to the Seller within the Loan Approval Period, or be deemed to have waived the financing 102 contingency period.** If BUYER has so terminated, upon written request of the SELLER, BUYER shall provide 103 to SELLER written evidence from BUYER's lender of BUYER's failure to secure loan approval due to no fault 104 of the BUYER. If BUYER does not terminate this Agreement prior to the end of the Loan Approval Period, 105 neither BUYER nor SELLER shall have a right to terminate this Agreement under this paragraph, the binder 106 deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall 107 continue through the date of closing. If Buyer has not terminated this Agreement within the Loan Approval

PASA Page 2 of 12 06/23rev

dotloop signature verification: [dtlp.us/9YFW-ycgl-OMJS](https://dtlp.us/9YFW-ycgl-OMJS)

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

108 Period due to failure to obtain Loan Approval, and should the appraisal/valuation contemplated under this 109 paragraph 2 fail to equal or exceed the Purchase Price, and should Buyer not terminate this Agreement within 110 the Loan Approval Period due to the appraised value failing to equal or exceed the Purchase Price, Buyer shall 111 be deemed to have elected to proceed with consummation of this Agreement without regard to the amount of 112 the appraised valuation.

113 3. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition until

114 closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments. If BUYER 115 elects not to have inspections and investigations performed, or fails to make a timely request for 116 repairs/replacements/treatments as set forth in this paragraph 3, BUYER accepts the Property in its **"AS IS"** 117 condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of all damages 118 to the Property resulting from inspections and investigations, and BUYER will return the Property to its pre 119 inspection condition. These obligations shall survive termination of this Agreement.

120 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations 121 during the time provided for inspections and investigations in this paragraph, and agrees to have all 122 utilities (including, but not limited to, electricity, fuel/gas and water) active from the date of acceptance 123 of this Agreement through the date of closing and, if not, the time for inspections and investigations will 124 be extended by the time access was denied, but not less than 2 days.

5

125 Within \_\_\_\_\_ days (10 days if left blank) after the date of acceptance of this Agreement ("Inspection 126 Period"), BUYER may, **but is not required to**, have the Property inspected and investigated by 127 appropriately licensed inspectors and/or persons/entities holding a Florida license to build, repair or 128 maintain the items inspected. BUYER and BUYER'S Broker have the right to be present during all 129 inspections and investigations. The inspections and investigations include, but are not limited to:

130 (1) testing and inspecting structural matters, all major appliances, heating, cooling, mechanical, 131 electrical and plumbing systems, well and septic (including drain field systems), saltwater and 132 freshwater ground permeation and intrusion, the roof, solar equipment, foundation, pool and pool 133 equipment, bulkhead, dock, boathouse, lift and related equipment, defective drywall, defective 134 flooring, mold, asbestos, lead-based paint, drainage, radon gas and environmental and sinkhole 135 conditions;

136 (2) inspecting for active infestation and/or damage from termites and other wood-destroying 137 organisms; and

138 (3) determining if the Property is in a Community Development District (CDD) and, if so, the costs 139 associated with the CDD, verifying the cost and availability of insurance, that 140 condominium/homeowner's association insurance is satisfactory to BUYER and BUYER's lender, 141 verifying square footage measurements, and reviewing applicable zoning and historic 142 classifications, and covenants, restrictions, and easements, rules, and other governing documents 143 affecting the Property.

144 If BUYER determines, in BUYER's **sole and absolute discretion**, that the Property is not acceptable 145 to BUYER for any reason, BUYER may prior to the expiration of the Inspection Period:

146 • terminate this Agreement by delivering written notice of termination to SELLER together with a copy 147 of all written reports, if any, of inspections and investigations if such reports are requested by 148 SELLER; or

149 • submit BUYER's written request to SELLER for repairs/replacements/treatments, together with a 150 copy of all written reports, if any, of inspections and investigations. **BUYER and SELLER shall have 151 7 days from SELLER's receipt of such request within which to enter into a written agreement 152 for repairs/replacements/treatments. If BUYER and SELLER have not entered into such 153 written agreement within the 7 days, then BUYER may terminate this Agreement by giving 154 written notice of termination to SELLER within 3 days after the 7 days, or be deemed to have 155 accepted the Property without repairs/replacements/treatments except as may otherwise be 156 provided for in this Agreement. BUYER'S request for repairs/replacements/treatments or 157 written agreement between BUYER and SELLER as to same shall not eliminate BUYER's right 158 to terminate this Agreement at any time within the Inspection Period.**

159 If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released 160 from all further obligations under this Agreement except as otherwise provided in this paragraph 3. 161 Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid 162 receipts for all investigations and inspections, if any.

PASA Page 3 of 12 06/23rev

dotloop signature verification: [dtp.us/9YFW-ycgI-OMJS](https://dtp.us/9YFW-ycgI-OMJS)

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

163 BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations. 164 BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and 165 costs which may arise out of any contract, agreement, or injury to any person or property as a result of 166 any activities of BUYER and BUYER's agents and representatives relating to inspections and 167 investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing 168 conditions of the Property or out of SELLER's negligence, willful acts or omissions.

169 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately 170 licensed persons within 10 days after entering into a written agreement for such with BUYER and 171 **receipt by SELLER of written notice of BUYER's loan approval, if applicable.** SELLER shall notify 172 BUYER in writing upon completion

of all agreed upon repairs/replacements/treatments and provide 173 BUYER with copies of all receipts for same at that time. BUYER may, within 3 days after receipt of 174 SELLER's written notice and delivery of such receipts, reinspect the Property solely to verify that 175 SELLER has completed the agreed upon repairs/replacements/treatments. No additional 176 repair/replacement/treatment issues may be raised as a result of this reinspection.

177 Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER 178 has maintained the Property in the condition required in this Agreement.

179 (B) **BUYER's Responsibility**: Repairs, replacements, and treatments to the Property after date of closing 180 or BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise 181 agreed in writing.

182 4. **TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:**

183 (A) TITLE EVIDENCE: At least \_\_\_\_\_ days before the date of closing (5 days if left blank), the party  
5

184 paying for the owner's title insurance shall cause the title agent to issue a title insurance commitment 185 for an owner's policy in the amount of the Purchase Price and a title insurance commitment for a 186 mortgage policy in the amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense 187 of curing title defects such as, but not limited to, legal fees, discharge of liens and recording fees will 188 be paid by SELLER.

189 (B) MUNICIPAL LIEN SEARCH: If a municipal lien search is required in this Agreement the party paying 190 for this search shall pay for the cost of this search upon request by closing attorney/settlement agent.

191 5. **SURVEY MAP**: At least \_\_\_\_\_ days before date of closing (5 days if left blank), the party paying for the  
5

192 survey map shall cause to be delivered to the closing attorney/settlement agent (**mark only one box**):

193

a new staked survey map of the Property dated within 3 months of date of closing showing all improvements, certified to BUYER, SELLER, lender, and the title insurer in compliance with Florida law;

194

**or**

195

✓

196

■ copy of a previously made survey map of the Property showing all existing improvements and sufficient to allow removal of the standard survey map exceptions from the title insurance commitment

197

**or, if insufficient, then a new staked survey map is required at Sellers's expense unless**

198

**otherwise marked in paragraph 7A; or**

199

200 No survey map is required.

201 **If a surveyor's flood elevation certificate is required, BUYER shall pay for it.** 202

6. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):**

203 (A) If title evidence and survey map, as specified above, show SELLER is vested with marketable title, 204 including legal access, the transaction will be closed and the deed and other closing papers delivered 205 on or before (**mark only one box**):

✓ 5

206 \_\_\_\_\_ days (15 days if left blank) after the **Loan Approval Period**; or 207  
\_\_\_\_\_  
(specific date); or

208 ☒ \_\_\_\_\_ days after date of acceptance of this Agreement,

**45**

209 **unless extended by other conditions of this Agreement.**

210 Marketable title means title which a Florida title insurer will insure as marketable at its regular rates 211 and subject only to matters to be cured at closing and the usual exceptions such as survey map, 212 current taxes, zoning



PASA Page 4 of 12 06/22rev

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

✓✓✓✓✓✓✓✓✓✓✓ ✓✓✓

250

✓✓✓✓✓

267 Deed stamps One-year home warranty not to exceed \$ \_\_\_\_\_ 268 Owner's title insurance policy Mortgage  
discount not to exceed \_\_\_\_\_ 269 Title search Appraisal fee  
270 Closing attorney/settlement fee Municipal lien search  
271 Survey Map



272 Satisfaction of mortgage and recording fee

273 SELLER's courier/wire fees

☐

274 Other \_\_\_\_\_

**199.00 PERMPPH Transaction Fee**

275 \_\_\_\_\_

276 (B) Real estate commission and broker transaction fee pursuant to the listing agreement.

277 (C) Condominium and homeowners' association estoppel/statement fees, payable upon request by the 278 closing attorney/settlement agent.

279 (D) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is 280 prohibited from paying by law or regulation.

281 (E) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's 282 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph 283 7(A)** and those specified in paragraphs 7(B), 7(C) and 7(D). This amount will include all VA non 284 allowables not specified to be paid by SELLER.

285 (F) All mortgage payments, condominium and homeowners' association fees and assessments, CDD 286 assessments, fees and government special assessments due and payable shall be paid current at 287 SELLER's expense at the time of closing.

288 (G) Property Assessed Clean Energy Financing ("PACE"). At or prior to closing, SELLER will pay in full 289 the amount of any assessment or lien imposed on the Property pursuant to Section 163.08 of the 290 Florida Statutes for a qualifying improvement to the Property related to energy efficiency, renewable 291 energy, or wind resistance. If the Property presently has PACE financing, BUYER and SELLER must 292 sign the PACE Addendum, which Addendum shall be part of this Agreement.

293 (H) Public Body (Government) Special Assessments. At closing, SELLER will pay: (i) the full amount of 294 liens imposed by a public body that are certified, confirmed and ratified before the date of closing not 295 payable in installments; and (ii) the amount of the public body's most recent estimate or assessment 296 for an improvement which is substantially completed as of date of acceptance of this Agreement but 297 that has not resulted in a lien being imposed on the Property before closing. **"Public body" does not 298 include a condominium or homeowners' association or CDD.**299 If public body special assessments may be paid in installments **(mark only one box)**: 300  
BUYER shall pay installments due after date of closing; **or**

301 SELLER will pay the assessment in full prior to or at the time of closing.

**302 IF NEITHER BOX IS MARKED, SELLER SHALL PAY SUCH ASSESSMENT(S) IN FULL PRIOR 303 TO OR AT TIME OF CLOSING. This paragraph 8(H) shall not apply to liens imposed by a 304 Community Development District created by Florida Statute 190. The special benefit tax 305 assessment imposed by a Community Development District shall be treated as an ad valorem 306 tax.**307 9. **PRORATIONS:** All taxes, rents, flood insurance if assumed, condominium and homeowners' association 308 fees, solid waste collection/recycling/disposal fees, stormwater fees, and Community Development District 309 (CDD) fees will be prorated through the day before closing based on the most recent information available 310 to the closing attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day 311 of closing shall belong to BUYER. Any proration based on an estimate shall be re-prorated at the request of 312 either party upon receipt of the actual bill based on the maximum discount available.313 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S 314 CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY 315 BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF 316 OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE 317 PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY 318 QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S 319 OFFICE FOR INFORMATION320 10. **DEFAULT:**



321 (A) If BUYER defaults under this Agreement, including failure to pay all binder deposits within the time 322 specified, all binder deposits paid and agreed to be paid (after deduction of unpaid closing costs 323 incurred, except inspection fee(s), credit report and appraisal fees, which shall be BUYER's sole 324 responsibility) will be retained by SELLER as agreed upon liquidated damages, consideration for the 325 execution of this Agreement, and in full settlement of any claims. BUYER and SELLER will then be 326 relieved of all obligations to each other under this Agreement except for BUYER's responsibility for 327 damages caused during inspections as described in paragraph 3.

PASA Page 6 of 12 06/23rev

dotloop signature verification: [dtlp.us/9YFW-ygcl-OMJS](https://dtlp.us/9YFW-ygcl-OMJS)

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

328 (B) If SELLER defaults under this Agreement, all loan and sale processing and closing costs incurred 329 whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and 330 BUYER may either: (i) seek specific performance; or (ii) elect to receive the return of BUYER's binder 331 deposits without thereby waiving any action for damages resulting from SELLER's default.

332 (C) Binder deposits retained by SELLER as liquidated damages will be distributed pursuant to the terms 333 of the listing agreement.

#### 334 11. **NON-DEFAULT PAYMENT OF EXPENSES:**

335 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs 336 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of 337 BUYER with costs deducted from the binder deposits, and the remainder of the binder deposits shall 338 be returned to BUYER. This will include but not be limited to the transaction not closing because 339 BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes 340 BUYER's right to terminate under any contingency in this Agreement; however, if Buyer elects to 341 terminate this Agreement pursuant to paragraphs 2(A), 2(B), 2(C) or 3, each party will be responsible 342 for all loan and sale processing costs specified to be paid by that party, except that all inspections, 343 including WDO Report, shall be paid by BUYER.

344 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs 345 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of 346 SELLER, and BUYER will be entitled to the return of the binder deposits. This will include the 347 transaction not closing because SELLER elects not to pay for the amount in excess of the amounts in 348 paragraph 15 with respect to casualty, loss or damage, or because SELLER cannot deliver 349 marketable title, or is unable to cure association, permitting or regulatory compliance issues, but shall 350 not include failure to appraise or termination pursuant to paragraph 2.

#### 351 12. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

352 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposits, the 353 holder of the binder deposits may file an interpleader action in accordance with applicable law to 354 determine entitlement to the binder deposits, and the interpleader's attorney's fees and costs shall be 355 deducted and paid from the binder deposits and assessed against the non-prevailing party, or the 356 broker holding the binder deposits may request the issuance of an Escrow Disbursement Order from 357 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby, 358 and shall indemnify and hold harmless the holder of the binder deposits from all costs, attorney's 359 fees, and damages upon disbursement in accordance therewith.

360 (B) All controversies and claims between BUYER, SELLER or Broker(s), directly or indirectly, arising out 361 of or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, 362 SELLER and Broker(s), jointly and severally, knowingly, voluntarily and intentionally waive any and all 363 rights to a trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker(s), 364 whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each 365 party will be liable for their own costs and attorney's fees except for interpleader's attorney's fees and 366 costs, which shall be payable as set forth in paragraph 12(A).

#### 367 13. **PROPERTY DISCLOSURE:**

368 SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property 369 other than those which BUYER can readily observe **except:**

370 \_\_\_\_\_

371 SELLER represents that SELLER has no knowledge of any improvements or repairs made to the property 372 which were made without proper permits or made pursuant to permits which have not been properly closed 373 **except:** \_\_\_\_\_

374 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to 375 a municipal or county code enforcement proceeding and that no citation has been issued **except:** 376 \_\_\_\_\_

377 If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall 378 comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, 379 SELLER shall

be responsible for compliance with applicable code and all orders issued in such proceeding 380 unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental 381 entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge 382 of any repairs or improvements made to the Property not then in compliance with governmental regulations 383 **except:**

dotloop signature verification: [dotloop.us/9YFW-ycgl-OMJS](https://dotloop.us/9YFW-ycgl-OMJS)

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

384 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the 385 BUYER of real property with a building for occupancy located thereon may have the building's 386 energy-efficiency rating determined. BUYER acknowledges receipt of the Florida energy efficiency 387 rating information brochure prepared by the State of Florida at the time of or prior to BUYER signing 388 this Agreement.

389 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has 390 accumulated in a building in sufficient quantities, may present health risks to persons who are exposed 391 to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in 392 Florida. Additional information regarding radon testing may be obtained from your county health unit.

393 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies 394 whether flood insurance is required and what restrictions apply to improving the Property and 395 rebuilding in the event of casualty.

396 (D) **Community Development District: If the Property is in a CDD, a Community Development 397 District Disclosure must be signed by BUYER and SELLER and made a part hereof.**

398 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause 399 health problems and damage to the Property.

400 (F) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER 401 and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.

402 (G) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the 403 Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions. 404 **See Historic District Disclosure for further information.**

405 (H) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood 406 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of 407 the Property.

408 **Broker's Notice:** BUYER and SELLER acknowledge and agree that neither the Listing Broker nor 409 Selling Broker warrants the condition, size or square footage of the Property, and neither is liable to 410 BUYER or SELLER in any manner whatsoever for any losses, damages, claims, suits, and costs 411 regarding same. BUYER and SELLER hereby release and hold harmless said Brokers and their 412 licensees from any losses, damages, claims, suits, and costs arising out of or occurring with respect to 413 the condition, size, or square footage of the Property. Brokers shall not be liable for the performance 414 by any provider of services or products recommended by Brokers. Such recommendations are made 415 as a courtesy. BUYER and SELLER may select their own providers of services or products.

#### 416 14. **POSSESSION:**



417 (A) BUYER will be given possession at closing; or

418 BUYER will be given possession within \_\_\_\_\_ days after closing at no rental cost to SELLER except 419 as otherwise set forth in paragraph 17 hereof.

420 If neither box is marked in this paragraph 14A, then BUYER will be given possession at closing.

421 **If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a 422 separate possession agreement prepared by legal counsel at possessor's expense at least 5 days 423 before closing.**

424 **SELLER shall sweep the Property clean and remove all personal property not included in the sale by 425 time of BUYER's possession.**



426 (B) SELLER represents that there are no parties in possession other than SELLER, or that any parties 427 in possession other than SELLER shall vacate the Property as of the date and time of closing; or

428 **BUYER understands that the Property is available for rent or rented** and the tenant may 429 continue in

possession following closing unless otherwise agreed in writing between the landlord 430 and tenant. Within 5 days after date of acceptance of this Agreement, SELLER shall provide 431 BUYER with a copy of all current leases and rent rolls for the Property and deliver to BUYER 432 originals of same at closing. At closing, all tenant deposits will be transferred from SELLER to

PASA Page 8 of 12 06/23rev

dotloop signature verification: [dtp.us/9YFW-ycgl-OMJS](https://dotloop.us/9YFW-ycgl-OMJS)

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

433 BUYER, and any leases shall be deemed to have been assigned by SELLER to BUYER. This 434 Agreement shall be deemed an assignment of any leases upon closing, and the obligations 435 thereunder assumed by BUYER.

436 If neither box is marked in this paragraph 14B, then BUYER will be given possession as of the date 437 and time of closing.

438 **15. CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER shall 439 immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the Purchase 440 Price, cost of repair or restoration will be an obligation of SELLER and closing will proceed pursuant to the 441 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may 442 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of 443 written notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days 444 from the end of said 10 day period to complete the repairs in accordance with the conditions required by 445 paragraph 3 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the 446 date of closing as set forth in paragraph 6.

447 If BUYER has not terminated as above, and the cost of repair or restoration exceeds said 3% and SELLER 448 declines to pay the excess, then SELLER must notify BUYER in writing of same within 15 days after the 449 casualty. In this event, BUYER may either purchase the Property in its "AS IS" condition, together with any 450 insurance proceeds payable by virtue of such casualty (to be assigned by SELLER to BUYER upon closing) 451 plus an amount equal to SELLER's deductible, or BUYER may terminate this Agreement. BUYER shall 452 have 5 days after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this 453 Agreement or be deemed to have elected to proceed with this transaction.

454 **16. PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the 455 date of the initial offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal, 456 ceiling fans, trash compactor, audio/visual system wiring, television wall mounts and mounting hardware, 457 smart outlets, thermostats, keyless entry devices, solar equipment, light fixtures and bulbs, smoke 458 detector(s), bathroom mirrors, drapery hardware, all window treatments/coverings, garage door opener and 459 controls, security gate and other access devices, mailbox and mailbox key, fence, plants and shrubbery as 460 now installed on the Property, and those additional items checked below (to which no value has been 461 assigned):



462 Refrigerator(s) Microwave Oven Pool fence/barrier Mounted/installed speakers 463 Washer Window/wall a/c Pool Sweep Water softener/treatment system 464 Dryer Built-in Generator Above Ground Pool Storm shutters and panels 465 Gas logs Wine cooler Storage Shed Spa or hot tub with heater 466 Other smart home and security devices (must specify): \_\_\_\_\_ 467

\_\_\_\_\_ 468 Other (specify): \_\_\_\_\_ 469

470 Items specifically excluded from this Agreement: \_\_\_\_\_

471 \_\_\_\_\_ 472

473 **17. ADDENDA/RIDERS/DISCLOSURES:**

474 If marked, the following are attached hereto and made a part of this Agreement and this Agreement will not be 475 deemed accepted unless and until all marked Addenda, Riders and Disclosures have been signed/initialed, as 476 appropriate, by both BUYER and SELLER, and delivered to BUYER and SELLER or their respective Broker:

477 Condominium Rider

478 Homeowners' Association/Community Disclosure Addendum

479 Community Development District Disclosure Addendum



480 Lead-Based Paint Disclosure For Residential Sales Addendum (required for pre-1978 homes) 481

Continued Marketing Addendum  
482 Coastal Construction Control Line Disclosure Addendum  
483 Short Sale Addendum  
484 For Your Protection: Get a Home Inspection (for FHA Financing)  
485 Back-Up Addendum  
486 Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement 487 and the Counter Offer Addendum.)

PASA Page 9 of 12 06/23rev

dotloop signature verification: [dotloop.us/9YFW-yagl-OMJS](https://dotloop.us/9YFW-yagl-OMJS)

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

488 Other (Specify here) \_\_\_\_\_

489 **ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_ 490

491 \_\_\_\_\_ 492

\_\_\_\_\_ 493

\_\_\_\_\_ 494

\_\_\_\_\_ 495

496 18. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge 497 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree 498 that the terms of this Agreement constitute the entire agreement between them and that they have not 499 received or relied on any representations by Brokers or any material regarding the Property including, but 500 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements 501 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement. 502 Modifications of and notices pursuant to this Agreement will not be binding unless in writing, signed and 503 initialed as appropriate and delivered by the party to be bound. This Agreement and any modifications to this 504 Agreement may be signed in counterparts and may be executed and/or transmitted by electronic media, 505 excluding text messages. Headings are for reference only and shall not be deemed to control 506 interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining

507 provisions will continue to be fully effective. Neither this Agreement nor any memorandum hereof will be 508 recorded in any public records. For emphasis, some provisions have been bolded and/or capitalized, but 509 every provision in this Agreement is significant and should be reviewed and understood. No provision should 510 be ignored or disregarded because it is not in bold or otherwise emphasized in some manner.

511 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith 512 with the other. Written notice to or from the Broker for a party shall be deemed notice to or from that party 513 and may be transmitted by electronic media, excluding text messages. All assignable repair and treatment 514 contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated 515 herein. SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

516 19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** As used in this Agreement, "days" means calendar 517 days. Any dates herein, other than the time of acceptance, which end on a Saturday, Sunday or a day on 518 which a national legal public holiday is observed ("federal holiday") shall extend to the next date which is not 519 a Saturday, Sunday, or federal holiday. All references to a date other than the date of acceptance shall end 520 at 7:00 p.m. Eastern Time.

521 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any 522 other agreements with real estate brokers other than those named below with regard to the Property. 523 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new 524 owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees 525 licensed to sell real property in the State of Florida.

526 21. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest 527 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any 528 interest earned as the cost associated with maintenance of said escrow account.

529 22. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective Social 530 Security or Tax I.D. numbers to closing attorney/settlement agent upon request.



09/



557 \_\_\_\_\_ 558 BUYER DATE SELLER DATE Single

559 Marital Status: \_\_\_\_\_

Marital Status: \_\_\_\_\_

*Hamza Saleem* dotl  
09/13/23 12:43 PM EDT  
1RUT-ON6M-8NV8-MAAB

560 \_\_\_\_\_ 561 BUYER DATE SELLER DATE 562 Marital Status: \_\_\_\_\_

Marital Status: \_\_\_\_\_

563 \_\_\_\_\_ 564  
BUYER DATE SELLER DATE 565 Marital Status: \_\_\_\_\_ Marital Status: \_\_\_\_\_

566 \_\_\_\_\_ 567  
BUYER DATE SELLER DATE 568 Marital Status: \_\_\_\_\_ Marital Status: \_\_\_\_\_

569 Mark if any SELLER is not a U.S. Citizen or resident alien.

PASA Page 11 of 12 06/23rev

dotloop signature verification: [dotloop.us/9YFW-ycgl-OMJS](https://dotloop.us/9YFW-ycgl-OMJS)

DocuSign Envelope ID: 4632BCC1-D6F9-4A98-95BC-32CA926AB584

DocuSign Envelope ID: 32C33C79-BC35-42EA-BC5F-87CB48C2A70E DocuSign Envelope ID: 662E542D-EF6E-4CD0-B4B2-F8D5F5CF22C2

570 If the binder deposit is paid herewith, Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_ 571  
cash check as the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in 572  
escrow pending disbursement according to the terms hereof, together with any additional binder deposit(s) 573  
escrowed by the terms of this Agreement.

574 \_\_\_\_\_ 575  
Company By: Title

### END OF PURCHASE AND SALE AGREEMENT

576 Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraphs  
577 12 and 18 above. This Agreement shall not be used to modify any multiple listing service or other offer of  
578 compensation made by Listing Broker or SELLER to Selling Broker.

Your Property Realty, LLC.

Florida Homes Realty & MTG, LLC.

579 \_\_\_\_\_ 580

Firm Name of Selling Broker Firm Name of Listing Broker

BK3415335

BK3525837

581 \_\_\_\_\_ 582

Broker's State License ID (BK Real Estate Number) Broker's State License ID (BK Real Estate Number)

(904) 250-1049

305-851-2820

583 \_\_\_\_\_ 584

Phone for Selling Broker Phone for Listing Broker

1914 Rogero Rd

9191 RG Skinner Parkway Suite 102

585 \_\_\_\_\_ 586

Selling Broker Office Address Listing Broker Office Address

Jacksonville, FL 32211

Jacksonville, FL 32256

587 \_\_\_\_\_ 588

Selling Broker City, State, Zip Code Listing Broker City, State, Zip Code

*Claudia Saleem* dotloop verified

09/13/23 11:25 AM EDT

589 By:			590 Authorized Licensee Signature
	Daimara Reinosa		
	Michael G Boyle		
591			592 Printed
Name of Licensee Printed Name of Licensee			
daimaradsakdasalomon@gmail.com		mikeaksdmks@michaelgboyle.com	
593			594 Email
Address Email Address			
(786) 448-3456			
(904) 999-5040			
595			596 Phone for
Selling Licensee Phone for Listing Licensee			
SL3357585sdalkkmlfad		SL3289907afdsdafa	
597			598 Licensee's
State License ID Licensee's State License ID		599 (BK or SL Real Estate Number) (BK or SL Real Estate Number)	