

Owner's Property Disclosure Statement

OWNER(S) NAME(S): Brian G Nyland Jennifer L Nyland
 PROPERTY ADDRESS: 7880 SW 180 Terrace
 DATE HOME BUILT: 1977
 DATE OWNER PURCHASED PROPERTY: 8/13
 PROPERTY IS PRESENTLY: ☒ Occupied by Owner ☐ Rented ☐ Vacant.
 IF LEASED, is the lease ☐ Written ☐ Oral. Termination date of lease is: _____

The information Disclosed Is Given To The Best Of Owner's Knowledge

NOTICE TO THE BUYER/TENANT AND OWNER: In Florida, an Owner is obligated to disclose to a Buyer/Tenant all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Owner in complying with the disclosure requirements under Florida Law and to assist the Buyer/Tenant in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at the above-referenced address. It is not a warranty of any kind by the Owner or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Owner's knowledge of property condition. This disclosure is not intended to be a part of any contract for sale and purchase or lease agreement. Real estate agents and other parties involved in the transaction rely upon and may refer to this information when they evaluate, market, or present Owner's property to prospective Buyer/Tenants.

INSTRUCTIONS TO THE OWNER: (1) Complete this form yourself; (2) review prior disclosure statement(s) and/or inspection report(s) when completing this form; (3) describe conditions affecting property to the best of your knowledge; (4) attach additional pages with your signature if additional space is required; (5) answer all questions; (6) if you have no knowledge regarding the specific matter, then "UNKNOWN" should be indicated, and (7) if any items do not apply, write "N/A" (Not Applicable).

The following representations are made by the Owner(s) and are not representations of any real estate licensees:

1. CLAIMS & ASSESSMENTS:

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, tax liens, charges, or unpaid assessments (including homeowner's association, condo maintenance fees, proposed increases in assessments and/or maintenance fees) affecting the property? ☒ NO ☐ YES If "Yes", please explain: _____

b. Have any local, state or federal authorities notified you that repairs, alterations or corrections of the property are required? ☒ NO ☐ YES If "Yes", please explain: _____

2. PROPERTY USE/DEED RESTRICTIONS AND HOMEOWNER/CONDO ASSOCIATION:

a. Are you aware of any Homeowner Association, Condo Association, deed restrictions, covenants, or reservations that may affect the use, future resale or value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

b. Are you aware of any proposed changes that affect or may affect the use, future resale or value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

3. STRUCTURE-RELATED ITEMS:

a. Are you aware of any structural damage which may have resulted from events including, but not limited to: fire, wind, hurricanes, flood, hail, lightning, landslide, blasting, shifting in the foundation, and/or spalling? ☒ NO ☐ YES

b. Are you aware of any past or present cracks or flaws in the walls, floors or foundations? ☐ NO ☒ YES

c. Are you aware of any past or present problems with driveways, walkways, patios, porches, seawalls, pools, or retaining walls on the property? ☒ NO ☐ YES

d. Are you aware of any past or present water leaks, water accumulation or dampness within the house, basement, crawl space or attic? ☒ NO ☐ YES

If any of your answers in this section are "Yes", please explain: superficial stucco cracks

4. PROPERTY-RELATED ITEMS:

- a. Have you ever had the property surveyed? ☒ NO ☐ YES
- b. Is there an existing elevation certificate? ☒ NO ☐ YES
- c. The Flood Zone is: X. The Base Flood Elevation (BFE) is: Unknown
- d. Are you aware of any walls, driveways, fences, structures or other features shared in common with adjoining landowners, or any encroachments, boundary line disputes, setback violations or easements (other than utility or drainage easements) affecting the property? ☐ NO ☒ YES If "Yes". Please explain: Fences
- e. Do you have an existing flood insurance policy? ☐ NO ☒ YES

5. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

- a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting property? ☒ NO ☐ YES
- b. Do you have any knowledge of any damage to the property caused by termites, dry rot, pests or wood destroying organisms? ☒ NO ☐ YES
- c. Have you ever had the property inspected for termites, dry rot, pests or wood destroying organisms? ☐ NO ☒ YES If "Yes", Date of Inspection: after purchase
- d. Has the property been treated for termites, dry rot, pests or wood destroying organisms? ☐ NO ☒ YES If "Yes", please indicate Date of Treatment after purchase Type of Treatment tenting
Company Name: _____
- e. Is your property currently under warranty or other coverage by a licensed pest control company? ☒ NO ☐ YES If "Yes", Company Name: _____
- If any of your answers in this section are "Yes", please explain: _____

6. PERMITS:

- a. Are you aware of any improvements, modifications or additions to the property, whether by you or by others, that have been constructed in violation of applicable building codes or without necessary permits? ☒ NO ☐ YES
- b. Are you aware of any open permits, (i.e., active or expired permits) on the property which have not been closed by a final inspection? ☒ NO ☐ YES
- If any of your answers in this section are "Yes", please explain: _____

7. ROOF-RELATED ITEMS:

- a. Approximate age of roof: 0
- b. Have you replaced the roof? ☐ NO ☒ YES If "Yes", when?: 5/26 - main roof, 8/18 flat roof
- c. Is there a warranty on the roof? ☐ NO ☒ YES If "Yes" is the warranty transferable? ☐ NO ☒ YES
Name of Company: Navarro
- d. Has the roof ever leaked since you've owned the property? ☐ NO ☒ YES If "Yes", what has been done to correct the leaks? Re-roof + replace some wood Date of repair(s): 5/26
- e. Has the roof been inspected within the last 12 months? ☐ NO ☒ YES If "Yes", please explain: _____

8. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? ☒ Public ☐ Private Well ☐ Other _____
- b. If your drinking water is from a well or other source, when was your water last checked for safety and what were the results of the tests? _____
- c. What is the water source for your sprinkler system? Well
- d. Do you have a water conditioning system? ☒ NO ☐ YES If "Yes" is it ☐ LEASED? or ☐ OWNED?
- e. What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Cesspool
When was the septic tank/cesspool last serviced? 6/26
- f. Are any storage tanks stored or buried on the property? ☒ NO ☐ YES If "Yes", where? _____

g. Do you know of any leaks, backups, breaks, or other problems relating to any of the plumbing, water, sewage/septic system or sprinkler system? ☒ NO ☐ YES If "Yes", please explain: _____

9. ELECTRICAL SYSTEMS:

- a. Does Property have: Circuit breakers? ☐ NO ☒ YES Fuses? ☒ NO ☐ YES
- b. Are you aware of any damaged, dangerous, malfunctioning or un-permitted switches, receptacles, circuits, fans, lights, fuses or wiring? ☒ NO ☐ YES
- c. Are you aware of any conditions that materially affect the value or operating capacity of the electrical system? ☒ NO ☐ YES If any of your answers to the section are "Yes", please explain: _____

10. POOL/HOT TUBS/SPAS:

- a. Does the property have a swimming pool? ☐ NO ☒ YES Hot Tub? ☒ NO ☐ YES Spa? ☒ NO ☐ YES
If "Yes", was the certificate of completion received after October 1, 2000 for the pool/hot tub/spa? ☐ NO ☐ YES
- b. Are there any problems in need of repair to the pool, pool lines, pool-related equipment, hot tub, and/or spa? ☐ NO ☒ YES
- c. Are there any electrical problems with the pool, pool related equipment, hot tub and/or spa? ☒ NO ☐ YES
- d. Do the following Pool Safety features (as defined by Chapter 515, Florida Statutes.) comply with the law: Enclosure meeting barrier requirements? ☐ NO ☒ YES Approved Safety Pool Cover? ☒ NO ☐ YES
Required door and window exit alarms? ☒ NO ☐ YES Required door/gate locks? ☐ NO ☒ YES If any of your answers in this section are "No", please explain: no door alarms
pool needs resurfaced

11. MAJOR APPLIANCES AND EQUIPMENT:

- a. Are there existing problems with the appliances and/or equipment in the home, including the sprinkler system and security system? ☒ NO ☐ YES If "Yes", please explain: _____
- b. Are there service contracts or warranties on appliances and/or equipment? ☒ NO ☐ YES If "Yes", please explain: _____

Are any of these gas appliances? ☒ NO ☐ YES Lawn Sprinkler System? ☐ NO ☒ YES Is there a timer? ☐ NO ☒ YES
Garage door openers? ☐ NO ☒ YES Hurricane Shutters? ☐ NO ☒ YES
Other items included in this sale: _____

12. HEATING AND AIR CONDITIONING:

- a. Is the air conditioning ☒ Central? or ☐ Window? Number of units? 2
- b. How old is the air conditioner? bedroom-2021 Main-2013
- c. Are you aware of any defects and/or any malfunctioning, circulation, electrical, cooling, leakage, overheating, or condensation problems pertaining to the air conditioning/heating since you have owned the property? ☒ NO ☐ YES
If "Yes", please explain: _____

13. DOCKS/DAVITS/PIERS AND SEAWALLS:

- a. Are you aware of any conditions that may affect the desirability, use or function of the dock, davits or pier or seawall? ☐ NO ☐ YES If "Yes", please explain: _____
- b. Was a federal, state or local government permit required for the construction or maintenance of the dock, davits, pier, or seawall? ☐ NO ☐ YES ☐ UNKNOWN If "Yes", were all appropriate permits and approvals issued for the construction and maintenance of such structures? ☐ NO ☐ YES ☐ UNKNOWN If "No", please explain: _____

14. MOLD AND TOXIC SUBSTANCES:

- a. Are you aware of any past or present instances of mold or water/moisture intrusion in the structure(s) on the property? ☒ NO ☐ YES If "Yes", please explain: _____
- b. Are you aware of any past or present damage to the structure(s) on the property that resulted from water/moisture intrusion, including, but not limited to, the presence of mold? ☒ NO ☐ YES If "Yes", please explain: _____

Owner's Property Disclosure Statement

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c. Are you aware of any underground tanks or toxic substances present on the property (structure or spill) such as asbestos, PCB's, accumulated radon, lead paint, chinese/defective drywall, above ground or buried oil or gas tanks, or others?

☒ NO ☐ YES

If "Yes", please explain: _____

d. Are you aware of any repairs or other corrective or remedial procedures that were undertaken as a result of the matters identified in this section? ☒ NO ☐ YES If "Yes", please explain: _____

15. NEIGHBORHOOD/ENVIRONMENT:

a. Are you aware of any existing condition or proposed change in your neighborhood that could adversely affect the value or desirability of the property, such as noise or other nuisances, electric or magnetic field levels, threat of condemnation or street changes, proposed developments or roadways, or blasting? ☒ NO ☐ YES If "Yes", please explain: _____

b. Are you aware of wetlands, mangroves, archeological sites, historical preservation property, or other environmentally sensitive matters on, or affecting the property? ☒ NO ☐ YES If "Yes", please explain: _____

16. OTHER MATTERS:

a. Are there any other matters affecting or which may affect the value of the property? ☒ NO ☒ YES If "Yes", please explain: minor floor blemishes

ACKNOWLEDGEMENT OF OWNER

The undersigned Owner represents that the information set forth in the above disclosure statement is accurate and completed to the best of the Owner's knowledge on the date signed below. Owner does not intend for this disclosure statement to be a warranty or a guarantee of any kind. Owner hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyer/Tenant of the property. Owner understands and agrees that Owner will notify the Buyer/Tenant in writing within five (5) business days after Owner becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer/Tenant.

Owner: Brian G Nyland / Brian G Nyland Date: 6/15/26
(signature) (print name)

Owner: Jennifer L Nyland / Jennifer L Nyland Date: 6/15/26
(signature) (print name)

INSTRUCTIONS TO THE BUYER/TENANT: Buyer/Tenant is encouraged to thoroughly inspect the property personally and/or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Owner answers "NO" to any of the pervious questions listed above, Owner does not necessarily mean that the matter in question does not exist on the property. "NO" may mean that the Owner is unaware that the matter in question exists on the property.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER/TENANT: Owner is using this form to disclose Owner's knowledge of the condition of the property and improvements located on the property as of the date signed by Owner. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information which the Owner has knowledge. It is not intended to be a substitute for any inspection or professional advice the Buyer/Tenant may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer/Tenant understands these representations are not made by any real estate licensee. Buyer/Tenant hereby acknowledges having received a copy of this disclosure statement.

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

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

Flood Disclosure – Sale of Property

Florida Statute 689.302 requires a Seller to complete and provide a flood disclosure to a Buyer of residential real property **at or before** the time the sales contract is executed.

Therefore, the Seller, Brian G Nyland & Jennifer L Nyland, provides the Buyer the following flood disclosure **at or before** the time the sales contract is executed with regard the to the Property located at:

7880 SW 180 Terrace

Seller, please check the applicable boxes in paragraphs (1) through (3) below.

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller ☐ has ☒ has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) Seller ☐ has ☒ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (3) Seller ☐ has ☒ has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller: Brian G. Nyland

Date: 6/14/26

Seller: Jennifer L. Nyland

Date: 6/14/26

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

Comprehensive Rider to the Residential Contract For Sale And Purchase

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

**BERKSHIRE
HATHAWAY**
HOMESERVICES

EWM REALTY

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Brian G Nyland & Jennifer L Nyland (SELLER) and _____ (BUYER) concerning the Property described as 7880 SW 180 Terrace

Buyer's Initials [Signature]

Seller's Initials BH JN

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

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

Seller's Disclosure (INITIAL)

- BH JN (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- BH JN ☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (CHECK ONE BELOW):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (CHECK ONE BELOW):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

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

Certification of Accuracy

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

<u>[Signature]</u> SELLER	<u>6/14/26</u> Date	_____ BUYER	_____ Date
<u>[Signature]</u> SELLER	<u>6/14/26</u> Date	_____ BUYER	_____ Date
<u>[Signature]</u> Listing Licensee	<u>6/15/26</u> Date	_____ Selling Licensee	_____ Date

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

Comprehensive Rider to the Residential Contract For Sale And Purchase

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

**BERKSHIRE
HATHAWAY**
HOMESERVICES

EWM REALTY

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:

Brian G Nyland & Jennifer L Nyland

(SELLER)

and

(BUYER)

concerning the Property described as 7880 SW 180 Terrace

Buyer's Initials

[Handwritten initials]

Seller's Initials

BH

JH

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

Cape Cutler Estates HOA

(Name of Community)

Voluntary

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE ~~OBLIGATED~~ TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. ~~THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.~~
3. YOU WILL ~~BE OBLIGATED TO~~ PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ *325* PER *year*.
~~YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.~~
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE

BUYER

DATE

BUYER

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:** The Association's approval of Buyer (CHECK ONE): ☐ is ☐ is not required. 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:
\$ 325 per year for Voluntary HOA - Access to tennis, pickleball, basketball
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____
 - (b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, 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.
 - (c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

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

Contact Person _____	Contact Person _____
Phone _____	Phone _____
Email <u>capecutlerhoa@gmail.com</u>	Email _____

Additional contact information can be found on the Association's website, which is:

www. _____

Miami-Dade County Septic Tank System Disclosure

Buyer(s) acknowledge that the disclosure set forth below was provided prior to the execution of any instrument committing an individual or entity to purchase affected real property in Miami-Dade County.

Seller(s) Brian G Nyland & Jennifer L Nyland make(s)

the following disclosure regarding the property described as: 7880 SW 180 Terrace (insert address).

The following statement, which shall be set forth conspicuously on a separate sheet of paper in at least 12 point font, shall be signed and dated by the purchaser. This disclosure must be provided where the subject property is located in incorporated or unincorporated Miami-Dade County and contains a septic tank system. "Septic tank system" is defined as a septic tank or an onsite sewage treatment and disposal system per Section 21-49.1(b)(2) of the Code of Miami-Dade County Florida.

SEPTIC TANK SYSTEM DISCLOSURE

LAND INVOLVED IN THIS TRANSACTION HAS A SEPTIC TANK SYSTEM INSTALLED ON IT OR IS SERVICED BY A SEPTIC TANK SYSTEM. SEPTIC TANK SYSTEMS MAY BE SUBJECT TO LOCAL, STATE, AND FEDERAL REGULATIONS. IMPROPERLY MAINTAINED SEPTIC TANK SYSTEMS MAY POSE SUBSTANTIAL RISKS TO HUMAN HEALTH AND THE ENVIRONMENT. IT IS RECOMMENDED THAT THE PURCHASER OF THIS LAND CONSIDER OBTAINING AN INSPECTION OF THE SEPTIC TANK SYSTEM BY A QUALIFIED PROFESSIONAL.

CHAPTER 24 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, CLASSIFIES SEPTIC TANK SYSTEMS AS A TYPE 1, 2, 3, OR 4 ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM ("OSTDS"), WITH TYPE 1 PROVIDING THE LOWEST LEVEL OF SEWAGE TREATMENT AND TYPE 4 PROVIDING THE GREATEST LEVEL OF SEWAGE TREATMENT.

THE SELLER OF THE LAND INVOLVED IN THIS TRANSACTION FURTHER DISCLOSES, WITH RESPECT TO THE ABOVE-REFERENCED SEPTIC TANK SYSTEM, THAT (THE SELLER SHALL CHECK ONE OF THE FOLLOWING PRIOR TO PROVIDING THIS STATEMENT TO THE PURCHASER):

☐ THE SEPTIC TANK SYSTEM IS A TYPE 1 OSTDS

☐ THE SEPTIC TANK SYSTEM IS A TYPE 2 OSTDS

☐ THE SEPTIC TANK SYSTEM IS A TYPE 3 OSTDS

☐ THE SEPTIC TANK SYSTEM IS A TYPE 4 OSTDS

☐ THE SEPTIC TANK SYSTEM IS NOT A TYPE 1, 2, 3, OR 4 OSTDS

☒ THE SELLER DOES NOT KNOW THE TYPE OF THE SEPTIC TANK SYSTEM

Seller: Brian G Nyland (signature) Brian G Nyland (print) Date: 6/15/26

Seller: Jennifer L Nyland (signature) Jennifer L Nyland (print) Date: 6/15/26

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

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