

Seller's Property Disclosure - Condominium

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 10 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 annual financial statement and annual budget 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 9, 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: 1060 92nd Street APT 6, Bay Harbor Islands, Florida 33154

(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

- | | Yes | No | Don't Know |
|---|-------------------------------------|-------------------------------------|--------------------------|
| (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? | ☐ | ☒ | ☐ |

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

