

Owner's Property Disclosure Statement

OWNER(S) NAME(S): Leonard for RICHARD J WEINSTEIN and/
PROPERTY ADDRESS: 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315
DATE HOME BUILT: 1994
DATE OWNER PURCHASED PROPERTY: 12/13/2021
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, lightening, 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: _____

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: _____. The Base Flood Elevation (BFE) is: _____.
- 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: _____
- 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: _____
- d. Has the property been treated for termites, dry rot, pests or wood destroying organisms? ☐ NO ☒ YES If "Yes", please indicate Date of Treatment _____ Type of Treatment _____ 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: _____

[Via the HOA](#)

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: _____

[Waiting for CO by GC](#)

7. ROOF-RELATED ITEMS:

- a. Approximate age of roof: [IDK](#)
- b. Have you replaced the roof? ☐ NO ☐ YES If "Yes", when?: _____
- c. Is there a warranty on the roof? ☐ NO ☒ YES If "Yes" is the warranty transferable? ☐ NO ☐ YES Name of Company: [HOA](#)
- d. Has the roof ever leaked since you've owned the property? ☒ NO ☐ YES If "Yes", what has been done to correct the leaks? _____ Date of repair(s): _____
- 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? [City of FLL](#)
- 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? _____
- f. Are any storage tanks stored or buried on the property? ☒ NO ☐ YES If "Yes", where? [No Idea. There is a natural Gas line for the oven range.](#)

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: _____

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:
FUSE Appliances
- 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: **TVS and Sonos Surround System with multiple speakers**

12. HEATING AND AIR CONDITIONING:

- a. Is the air conditioning ☐ Central? or ☐ Window? Number of units? _____
- b. How old is the air conditioner? **1-2 years old**
- 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: **Pilings need to be replaced**
- 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: _____

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: _____

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: Leonard Weinstein / Leonard for RICHARD J WEINSTEIN Date: 01/18/2024
(signature) (print name)

Owner: _____ / _____ Date: _____
(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)

Certificate of Authenticity

Session Information

Signing Session ID:	097edabf-9611-42ec-9e8a-a928d37f7f0c	Status:	Completed
Transaction Name:	WEINSTEIN	Created On:	01/18/2024 3:57:00 PM EST
Session Title:	DISCLOSURES to sign.....521 SW 7 ST	Last Modified:	01/18/2024 8:13:06 PM EST
Documents:	7	Owner:	Rodd Sheradsky
Signers:	1	Company:	BHHS EWM Realty

Signer Information

Signature Events	Signature	Timestamp
Leonard Weinstein		Sent: 01/18/2024 4:35:40 PM EST
NoleGators@msn.com		Viewed: 01/18/2024 7:52:35 PM EST
Signer Security: Email	IP Address: 73.49.167.171	Disclosure: 01/18/2024 7:52:35 PM EST
	ID: 722fdc53-70b3-4282-9137-5cd5ddfd4d47	Signed: 01/18/2024 8:12:31 PM EST

Session Documents

Document	Signatures	Initials	Dates	FormFields	Dropdown	Checkbox	RadioButton
04aOwnersPropertyDisclosureStatement111509.pdf	1	0	1	9	0	1	44
SellersPropertyDisclosureCondominium.pdf	1	3	1	4	0	0	39
CR6xACondominiumRider.pdf	0	1	0	0	0	0	0
CR6BHomeownersAssociationHOACommunityDisclosure.pdf	0	1	0	0	0	0	0
PropertyAssesedCleanEnergyPaceLienDisclosure.pdf	1	0	1	0	0	0	0
AntiFraudDisclosureToConsumersStatement.pdf	2	0	2	0	0	0	0
AffiliatedBusinessDisclosure.pdf	1	0	1	0	0	0	0

Session Activity

Timestamp	IP Address	Activity
01/18/2024 8:13:06 PM EST	73.49.167.171	Session completed and closed by Rodd Sheradsky
01/18/2024 8:12:31 PM EST	73.49.167.171	Signing Completed by Leonard Weinstein (NoleGators@msn.com)
01/18/2024 7:52:35 PM EST	73.49.167.171	Signature created and disclosure approved by Leonard Weinstein (NoleGators@msn.com)
01/18/2024 4:35:40 PM EST	73.85.103.110	Invitation sent to Leonard Weinstein(NoleGators@msn.com) by Rodd Sheradsky
01/18/2024 4:35:39 PM EST	73.85.103.110	eSignature Session Created by Rodd Sheradsky

Disclosure

Consumer Disclosure

Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically through the eSignature electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.

Electronic distribution of documents and contracts

BHHS EWM Realty (We, us, or the Company) acknowledges your agreement to receive required documents, contracts, notices, disclosures, authorizations, and other documents electronically through the eSignature electronic signature system. We appreciate and thank you for doing your part to go paperless and save our environment. Through the eSignature electronic signature system, we are able to save time and process a transaction faster. We do not have to print and mail paper copies, wait for signatures that could take days or weeks, and there are no delays associated with waiting for you to mail it back to us. Unless you tell us otherwise in accordance with the procedures described herein this disclosure, we will provide documents through this electronic method during the course of our relationship with you. If you do not agree with this process and method, please let us know as described below.

BHHS EWM Realty outsources personal information to a third party processing and storage service provider which is located in the USA. The Buyer and Seller hereby acknowledge that personal information processed and stored by a US third party service provider is subject to the laws of that country and that information may be made available to the US government or its agencies under a lawful order made in that country.

Paper copies

During the signing process on eSignature, you will have the opportunity to download and print your copies of the documents before and after signing. At any time, you may contact us to obtain paper copies of documents that have been provided to you electronically. To request paper copies, you must send an email to Rodd@RoddRealtor.com and in the body of the email state your full name, address, telephone number, and the name of the document or transaction that you would like a paper copy for. If any fees apply, we will notify you.

Withdrawing your consent to sign electronically

Once you have decided and agreed to the following disclosure to sign documents electronically, you may at any time thereafter decide to withdraw your consent and receive required documents only in paper format. There are several ways to inform us that you no longer wish to receive documents and sign electronically:

- a) During the electronic signing process, you may elect to 'decline' and indicate your reasons for declining and withdrawing your consent.
- b) Send an email to Rodd@RoddRealtor.com and in the body of the email indicate your full name, address, telephone number and that you no longer wish to sign electronically and instead would like to receive paper copies

Please be aware that withdrawing your consent to sign electronically may result in delays and/or more time to complete a transaction. We will then have to print and mail paper copies to you, wait for you to receive and sign documents, then wait for you to mail it back and follow the same procedure with other parties to the transaction.

How to contact BHHS EWM Realty

At any time, you may contact us to change your email and contact information, request paper copies, or to indicate your change in consent to sign electronically hereafter.

Contact Name : Rodd Sheradsky
Email Address : Rodd@RoddRealtor.com
Phone Number :

Hardware and Software Requirements

The following are minimum hardware and software requirements to use the eSignature electronic signature system.

Operating Systems: Windows® 10, Windows® 8, Windows® 7, Windows Vista®, Mac OS® X 10.6 and higher.

Browsers: Google Chrome® 36 and higher, Internet Explorer® 9.0 and higher, Mozilla Firefox® 31.0 and higher, Safari® 5.1.7 and higher.

Screen Resolution: 800 x 600 minimum

Security Settings: Allow per session cookies

PDF Reader: Acrobat® or similar software to view and print PDF files

Your Acknowledgment and Consent to use electronic signatures

To confirm to us that you can access this information electronically, which will be similar to other electronic documents that we will provide to you, please verify that you were able to read this electronic consumer disclosure and that you also were able to print on paper or electronically save this page for your future reference and access. Further, you consent to receiving notices and disclosures in electronic format on the terms and conditions described herein this consumer disclosure, please let us know by checking the 'I agree with the above Consumer Disclosure' box below.

By checking the 'I agree with the above Consumer Disclosure' box, I confirm that I can access and read this electronic consumer disclosure to consent to receipt of electronic documents, I can print on paper if I so choose, the disclosure and/or save to a place where I can print it for future reference and access, and until I notify BHHS EWM Realty otherwise, I consent to receive from BHHS EWM Realty electronic documents that are required to be provided or made available to me by BHHS EWM Realty during the course of my relationship with BHHS EWM Realty.

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:

_____ RICHARD J WEINSTEIN and/or affiliated Trust _____ (SELLER)
and _____ (BUYER)
concerning the Property described as 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315

Buyer's Initials _____

Seller's Initials LW

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 _____ TARPON RIVER HOA

(Name of Community)

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 \$ 1425 PER Month. 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:

\$ 1425.	per	Month	for	HOA	to	KB2 Management
\$ Approx \$25.	per	Month	for	Natural Gas Line	to	Teco
\$ _____	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:

KB2 Management of Florida

Contact Person Kristin Bakkedahl
Phone 954-673-7001
Email kb2mgmt@yahoo.com

Contact Person _____
Phone _____
Email _____

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

www. _____

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 RICHARD J WEINSTEIN and/or affiliated Trust (SELLER) and _____ (BUYER) concerning the Property described as 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315

Buyer's Initials _____

Seller's Initials LW

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

\$ 1425 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)(n), 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) # 2 plus Garage # 2 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; MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY:

(a) GOVERNANCE FORM: Pursuant to Chapter 718, F.S., 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 governance of condominium associations.

(b) MILESTONE INSPECTION REPORT SUMMARY: Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.

(c) STRUCTURAL INTEGRITY RESERVE STUDY: Pursuant to Section 718.503(2)(a)6, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent structural integrity reserve study or a statement that the Association has not completed a structural integrity reserve study.

Property Assessed Clean Energy (PACE) Lien Disclosure

Re: 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315 ("Property").
(Print Property Address)

A PACE loan (made to finance qualifying improvements to residential and commercial property relating to energy efficiency, renewable energy or wind resistance) is repaid through the property owner's real estate tax bill as a non-ad valorem assessment. The lien of the PACE loan is a priority lien, which typically has automatic first lien priority over previously and subsequently recorded mortgages on the Property. Sellers MUST disclose the existence of a PACE lien prior to the execution of a Contract for Sale and Purchase of a Property. While property taxes are legally transferrable when a sale or refinance occurs, most mortgage lenders require a full payoff of the PACE lien at the time of closing of a sale of the Property.

Therefore, at or before the time a Buyer executes a contract for the sale and purchase of any property for which a non-ad valorem assessment is levied and has an unpaid balance due under section 163.08, Florida Statutes, the Seller shall give the prospective Buyer a written disclosure statement in the following form:

**Qualifying Improvements for energy efficiency,
renewable energy, or wind resistance.**

The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

✓
_____^{Initials} I (We)/Seller(s) attest that I (We) have not applied for, nor is the Property subject to, a PACE home improvement lien.

_____^{Initials} I (We)/Sellers attest and disclose that there is a PACE lien on the Property. I (We) shall provide all necessary documentation and cooperate with Buyer(s), the closing agent and/or title insurer in order to pay-off and ultimately satisfy such lien at or following the closing transaction for the Property.

Leonard Weinstein

Seller

Seller

Date: 01/18/2024

Date: _____

Buyer

Buyer

Date: _____

Date: _____

Seller's Property Disclosure - Condominium

BERKSHIRE HATHAWAY
HomeServices
EWM Realty

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: _____

521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315 (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? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) To your knowledge, is roof of Unit structurally sound and free of leaks? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Are other structures, including ceilings; walls; doors and windows structurally sound and free of leaks? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Has any additional structural reinforcement been added to the Unit? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Are heating and cooling systems common elements maintained by the Association? | <input type="checkbox"/> | <input checked="" type="radio"/> | <input type="checkbox"/> |
| (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? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (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? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (h) Are any of the appliances leased? | <input type="checkbox"/> | <input 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 (LW) (_____) 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="radio"/>	<input type="checkbox"/>
(b) Has the Unit been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a)-2(b) is yes, please explain: _____ by the HOA			
3. Water Intrusion; Plumbing; Flood Insurance			
(a) Has past or present water intrusion or flooding affected the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(b) Are polybutylene pipes present in the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(c) Have past or present plumbing leaks or backups affected the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<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="radio"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" type="radio"/>	<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 type="checkbox"/>	<input checked="" type="radio"/>	<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="radio"/>	<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="radio"/>	<input type="checkbox"/>
(d) Are any improvements located below the base flood elevation?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(e) Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(f) Are there any open permits on the Unit that have not been closed by a final inspection?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 4(b)-4(f) is yes, please explain: _____ Waiting for final inspection for CO			
5. Hazardous Substances			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input type="checkbox"/>	<input checked="" type="radio"/>	<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="radio"/>	<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="radio"/>	<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: _____ 3 Designated parking spots and a boat slip	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
7. The Association			
(a) Is there any proposed change to the Association's governing documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(b) Is there any proposed plan to materially alter the common elements?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(c) Is there any existing or threatened legal action by or against the Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(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 type="checkbox"/>	<input checked="" type="radio"/>
(e) To your knowledge, is there any discussion of a conversion of the Condominium to something else?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(g) Has an increase in fees or assessments been approved but not yet implemented?	<input checked="" type="radio"/>	<input 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 type="checkbox"/>	<input checked="" type="radio"/>
(i) Is any portion of the Association's property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(k) Has there been any structural damage to any portion of the Association's property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(l) Has any additional structural reinforcement been added to any portion of the Associations' property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(m) Are there any rental restrictions by the Association?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) Are there any pet restrictions by the Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) If any answer to questions 7(a)-7(n) is yes, please explain: _____			
<u>3 or 4 month minimum with HOA approval</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? ☐ ☒ ☐
- 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: Leonard Weinstein / _____ Date: 01/18/2024
(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 (LW) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

Seller's Property Disclosure - Condominium

BERKSHIRE HATHAWAY
HomeServices
EWM Realty

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: _____

521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315 (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? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) To your knowledge, is roof of Unit structurally sound and free of leaks? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Are other structures, including ceilings; walls; doors and windows structurally sound and free of leaks? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Has any additional structural reinforcement been added to the Unit? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Are heating and cooling systems common elements maintained by the Association? | <input type="checkbox"/> | <input checked="" type="radio"/> | <input type="checkbox"/> |
| (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? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (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? | <input checked="" type="radio"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (h) Are any of the appliances leased? | <input type="checkbox"/> | <input 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 (LW) (_____) 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="radio"/>	<input type="checkbox"/>
(b) Has the Unit been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a)-2(b) is yes, please explain: _____ by the HOA			
3. Water Intrusion; Plumbing; Flood Insurance			
(a) Has past or present water intrusion or flooding affected the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(b) Are polybutylene pipes present in the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(c) Have past or present plumbing leaks or backups affected the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<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="radio"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" type="radio"/>	<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?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
If no, has the Association voted to forego retrofitting each unit with a fire sprinkler system?	<input type="checkbox"/>	<input checked="" type="radio"/>	<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="radio"/>	<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="radio"/>	<input type="checkbox"/>
(d) Are any improvements located below the base flood elevation?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(e) Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(f) Are there any open permits on the Unit that have not been closed by a final inspection?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 4(b)-4(f) is yes, please explain: _____ Waiting for final inspection for CO			
5. Hazardous Substances			
(a) Was the Property built before 1978?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(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="radio"/>	<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?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
If any answer to questions 5(b)-5(c) is yes, please explain: _____			
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?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please identify the amenity and whether a separate deed or other legal document grants the exclusive right to use: _____ 3 Designated parking spots and a boat slip			

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

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
7. The Association			
(a) Is there any proposed change to the Association's governing documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(b) Is there any proposed plan to materially alter the common elements?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(c) Is there any existing or threatened legal action by or against the Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(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 type="checkbox"/>	<input checked="" type="radio"/>
(e) To your knowledge, is there any discussion of a conversion of the Condominium to something else?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(g) Has an increase in fees or assessments been approved but not yet implemented?	<input checked="" type="radio"/>	<input 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 type="checkbox"/>	<input checked="" type="radio"/>
(i) Is any portion of the Association's property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(k) Has there been any structural damage to any portion of the Association's property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(l) Has any additional structural reinforcement been added to any portion of the Associations' property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(m) Are there any rental restrictions by the Association?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) Are there any pet restrictions by the Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) If any answer to questions 7(a)-7(n) is yes, please explain: _____			
<u>3 or 4 month minimum with HOA approval</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? ☐ ☒ ☐
- 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: Leonard Weinstein / _____ Date: 01/18/2024
(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 (LW) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

Owner's Property Disclosure Statement

OWNER(S) NAME(S): Leonard for RICHARD J WEINSTEIN and/
PROPERTY ADDRESS: 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315
DATE HOME BUILT: 1994
DATE OWNER PURCHASED PROPERTY: _____
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, lightening, 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: _____

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: _____. The Base Flood Elevation (BFE) is: _____.
- 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: _____
- 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: _____
- d. Has the property been treated for termites, dry rot, pests or wood destroying organisms? ☐ NO ☒ YES If "Yes", please indicate Date of Treatment _____ Type of Treatment _____ 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: _____

[Via the HOA](#)

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: _____

[Waiting for CO by GC](#)

7. ROOF-RELATED ITEMS:

- a. Approximate age of roof: [IDK](#)
- b. Have you replaced the roof? ☐ NO ☐ YES If "Yes", when?: _____
- c. Is there a warranty on the roof? ☐ NO ☒ YES If "Yes" is the warranty transferable? ☐ NO ☐ YES Name of Company: [HOA](#)
- d. Has the roof ever leaked since you've owned the property? ☒ NO ☐ YES If "Yes", what has been done to correct the leaks? _____ Date of repair(s): _____
- 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? [City of FLL](#)
- 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? _____
- 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: _____

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: FUSE Appliances
- 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: TVS and Sonos Surround System with multiple speakers

12. HEATING AND AIR CONDITIONING:

- a. Is the air conditioning ☐ Central? or ☐ Window? Number of units? _____
- b. How old is the air conditioner? 1-2 years old
- 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: Pilings need to be replaced
- 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: _____

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: _____

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: Leonard Weinstein / Leonard for RICHARD J WEINSTEIN Date: 01/18/2024
(signature) (print name)

Owner: _____ / _____ Date: _____
(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)

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:

_____ RICHARD J WEINSTEIN and/or affiliated Trust _____ (SELLER)
and _____ (BUYER)
concerning the Property described as 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315

Buyer's Initials _____

Seller's Initials LW

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 _____

(Name of Community)

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 \$ _____ PER _____. 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 _____

Page 1 of 2 B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

(SEE CONTINUATION)

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Serial#: 031769-500170-5611415

Form
Simplicity

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:
\$ _____ per _____ for _____ to _____
\$ _____ 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 _____	Email _____

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

www. _____

Property Assessed Clean Energy (PACE) Lien Disclosure

Re: 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315 ("Property").
(Print Property Address)

A PACE loan (made to finance qualifying improvements to residential and commercial property relating to energy efficiency, renewable energy or wind resistance) is repaid through the property owner's real estate tax bill as a non-ad valorem assessment. The lien of the PACE loan is a priority lien, which typically has automatic first lien priority over previously and subsequently recorded mortgages on the Property. Sellers MUST disclose the existence of a PACE lien prior to the execution of a Contract for Sale and Purchase of a Property. While property taxes are legally transferrable when a sale or refinance occurs, most mortgage lenders require a full payoff of the PACE lien at the time of closing of a sale of the Property.

Therefore, at or before the time a Buyer executes a contract for the sale and purchase of any property for which a non-ad valorem assessment is levied and has an unpaid balance due under section 163.08, Florida Statutes, the Seller shall give the prospective Buyer a written disclosure statement in the following form:

**Qualifying Improvements for energy efficiency,
renewable energy, or wind resistance.**

The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

_____ Initials I (We)/Seller(s) attest that I (We) have not applied for, nor is the Property subject to, a PACE home improvement lien.

_____ Initials I (We)/Sellers attest and disclose that there is a PACE lien on the Property. I (We) shall provide all necessary documentation and cooperate with Buyer(s), the closing agent and/or title insurer in order to pay-off and ultimately satisfy such lien at or following the closing transaction for the Property.

Leonard Weinstein

Seller

Seller

Date: 01/18/2024

Date: _____

Buyer

Buyer

Date: _____

Date: _____

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 RICHARD J WEINSTEIN and/or affiliated Trust (SELLER) and _____ (BUYER) concerning the Property described as 521 SW 7 AVE 9, FORT LAUDERDALE, FL 33315

Buyer's Initials _____

Seller's Initials LW

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

\$ _____ 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)(n), 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) # _____ 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; MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY:

(a) GOVERNANCE FORM: Pursuant to Chapter 718, F.S., 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 governance of condominium associations.

(b) MILESTONE INSPECTION REPORT SUMMARY: Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.

(c) STRUCTURAL INTEGRITY RESERVE STUDY: Pursuant to Section 718.503(2)(a)6, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent structural integrity reserve study or a statement that the Association has not completed a structural integrity reserve study.

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