



HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE ADDENDUM



THIS ADDENDUM IS MADE BY THE UNDERSIGNED BUYER AND SELLER AND IS INCORPORATED INTO AND MADE A PART OF THE PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT BETWEEN BUYER AND SELLER (THE "AGREEMENT"). THIS ADDENDUM IS REFERENCED IN THE AGREEMENT AND PERTAINS TO THE FOLLOWING PROPERTY: 278 CARRIER DR

PONTE VEDRA FL 32081-8407

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER 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.

DISCLOSURE SUMMARY FOR Tolomato
(NAME OF COMMUNITY)

- AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER'S ASSOCIATION.
- THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 240.00 PER Year YOU WILL ALSO BE OBLIGATED TO PAY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.
- YOU MAY BE OBLIGATED TO PAY A CAPITAL CONTRIBUTION TO THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____.
- YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____. (THIS PARAGRAPH IS NOT FOR COMMUNITY DEVELOPMENT DISTRICT FEES OR REGULAR ASSOCIATION FEES.)
- THE DEVELOPER MAY HAVE A RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

BUYERS BY THEIR SIGNATURE BELOW ACKNOWLEDGE RECEIPT OF THIS SUMMARY BEFORE SIGNING A PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT.

_____	_____	<small>Authentisign</small> <i>Lynn Seavey</i> SELLER <u>Lynn Seavey</u>	<u>03/22/2017</u>
BUYER	DATE		DATE
_____	_____	SELLER	DATE
BUYER	DATE	SELLER	DATE
_____	_____	SELLER	DATE
BUYER	DATE	SELLER	DATE



SELLER'S PROPERTY DISCLOSURE

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NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



NOTICE TO SELLER

In Florida, a seller of residential property is obligated to disclose to a buyer all facts known to a seller that materially and adversely affect the value of the Property being sold which are not readily observable by a buyer. This Disclosure is designed to assist a seller in complying with the disclosure requirements under Florida law and to assist a buyer in evaluating the Property described below ("the Property"). All parties, including the listing real estate Broker(s) and cooperating Broker(s), may wish to refer to this information when they evaluate, market or present the Property to prospective buyers.

NOTICE TO BUYER

This Disclosure is not a warranty by SELLER or a representation of any kind by any REALTOR to this transaction and is not considered a substitute for inspections or warranties a buyer may wish to obtain. This Disclosure is based only upon SELLER's knowledge of the Property's condition as of the date signed by SELLER.

SELLER LYNN SEAVEY

Street Address 278 CARRIER DR

City PONTE VEDRA State FL Zip 32081-8407

Year Built: 2012 Date SELLER purchased Property: _____

Is each individual named above a U.S. Citizen or resident alien? Yes No

Do you currently occupy the Property? Yes No

If not, when did you vacate the Property? _____

Is the Property tenant occupied? Yes No

If yes, is there a written lease? Yes No

Date lease began _____ Deposit amount \$ _____ Date lease ends _____

Monthly payment due under lease \$ _____ Date payable _____

1. **PROPERTY INFORMATION:** The Property has the items checked below, which are installed and, to SELLER's actual knowledge, are in working condition unless otherwise indicated:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Range Brand: <u>GE</u> | <input type="checkbox"/> Refrigerator Brand: _____ |
| <input checked="" type="checkbox"/> Oven Brand: <u>GE</u> | <input type="checkbox"/> Microwave Oven Brand: _____ |
| <input checked="" type="checkbox"/> Dishwasher Brand: <u>GE</u> | <input type="checkbox"/> Washer Brand: _____ |
| <input type="checkbox"/> Disposal Brand: _____ | <input type="checkbox"/> Dryer Brand: _____ |
| <input type="checkbox"/> Trash Compactor Brand: _____ | <input type="checkbox"/> Fireplace <input type="checkbox"/> Gas Logs <input type="checkbox"/> Wood burning <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Ceiling Fans - Number of fans: <u>9</u> | <input type="checkbox"/> Smoke Detectors |
| <input type="checkbox"/> Intercom | <input type="checkbox"/> Security System <input type="checkbox"/> Owned <input type="checkbox"/> Leased |
| <input checked="" type="checkbox"/> Audio Visual System Wiring | <input type="checkbox"/> Window/Wall a/c(s) - Number of units: _____ |
| <input checked="" type="checkbox"/> Light Fixtures | <input type="checkbox"/> Built In Generator |
| <input checked="" type="checkbox"/> Bathroom Mirrors | <input type="checkbox"/> Wine Cooler <input type="checkbox"/> Built-in <input type="checkbox"/> Free Standing |
| <input checked="" type="checkbox"/> Drapery Hardware | <input type="checkbox"/> In-ground Pool |
| <input checked="" type="checkbox"/> All Window Treatments | <input type="checkbox"/> Above Ground Pool |
| <input checked="" type="checkbox"/> Garage Door Opener(s) and Number of Control(s): <u>2</u> | <input type="checkbox"/> Pool Fence/Barrier |
| <input type="checkbox"/> Security Gate and other Access Devices | <input type="checkbox"/> Pool Sweep |
| <input type="checkbox"/> Pool Heater | <input type="checkbox"/> Solar Panels |
| <input type="checkbox"/> Storage Shed | <input type="checkbox"/> Individual Mail Box |
| <input type="checkbox"/> Mounted/Installed Speakers | <input type="checkbox"/> Cluster Mail Box and Key - Box Number _____ |
| <input type="checkbox"/> TV Antennae/Satellite Dish <input type="checkbox"/> Owned <input type="checkbox"/> Leased | |
| <input checked="" type="checkbox"/> Water Softener/Treatment System <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased | |
| <input checked="" type="checkbox"/> Storm Shutters and Panels | |
| <input type="checkbox"/> Spa or Hot Tub with Heater | |
| <input type="checkbox"/> Sauna | |
| <input type="checkbox"/> Built In Grill <input checked="" type="checkbox"/> Gas Supply: <input type="checkbox"/> Utility <input type="checkbox"/> Bottled/Tank | |
| <input checked="" type="checkbox"/> Irrigation System <input checked="" type="checkbox"/> Full <input type="checkbox"/> Partial | |
| <input checked="" type="checkbox"/> Water Heater: <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar Brand: <u>Rheem</u> | |

2. CLAIMS AND ASSESSMENTS:

- a. Are you aware of any existing, pending or proposed legal or administrative action affecting the Property? Yes No
 - b. Are you aware of any existing or proposed municipal or county special assessments affecting the Property? Yes No
 - c. Have any local, state or federal authorities notified you that repairs, alterations or corrections to the Property are required? Yes No
 - d. Are you aware of any existing, pending or proposed legal action or administrative action affecting homeowners'/condominium association common areas (such as clubhouse, pools, tennis courts, walkways or other areas)? Yes No
- If yes to any of these items, please explain: _____

3. DEED/HOMEOWNERS'/CONDOMINIUM ASSOCIATION RESTRICTIONS:

- a. Are there any deed, homeowners' or condominium restrictions? Yes No
- b. Is there a mandatory homeowners' or condominium association? Yes No

If yes, please see Homeowners' Association/Community Disclosure Addendum or Condominium Rider

Fees are payable to: Greenleaf Village HOA

Payee's address: 920 3rd Street Neptune Beach FL 32249

Payee's phone number: _____

- Homeowners' Association fees and assessments are payable in the amount of \$ 240.00 per Year
- Master Association fees and assessments are payable in the amount of \$ _____ per _____
- Condominium Association maintenance fees are payable in the amount of \$ _____ per _____
- Condominium Association special assessment fees are payable in the amount of \$ _____ per _____
- _____ fees or assessments are payable in the amount of \$ _____ per _____
- _____ fees or assessments are payable in the amount of \$ _____ per _____
- _____ Association transfer/access fees payable by BUYER \$ _____
- _____ Association Capital Contribution fee payable by BUYER \$ _____

- c. Are you aware of any pending special assessment(s)? If yes please explain: Yes No

- d. Are all of your Association fees current? Yes No
 - e. Are you aware of any proposed changes to any of the restrictions? Yes No
 - f. Are there any resale restrictions? Yes No
 - g. Are there any restrictions to leasing the Property? Yes No
 - h. Are you aware of any violations of the restrictive covenants affecting the Property including failure to obtain Association approval for improvements or changes to the Property? Yes No
 - i. Is the Property part of a Community Development District (CDD)? Yes No
- If yes, please see Community Development District Acknowledgment.

4. ENVIRONMENT:

- a. Was the Property built before 1978? Yes No
 - If yes, complete the Lead-Based Paint Disclosure.
 - b. Are there or have there been any substances, materials or products which may be an environmental hazard such as, but not limited to, asbestos, urea formaldehyde, methamphetamine, radon gas, mold, lead-based paint, defective drywall, defective flooring, fuel oil, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the Property? Yes No Unknown
 - c. Has there been any clean up, repair or remediation of the Property due to any of the substances, materials or products listed in subsection (b) above? Yes No Unknown
 - d. Are there any wetlands, conservation easements/buffers, archeological sites or other environmentally sensitive areas located on the Property active or abandoned? Yes No Unknown
- If yes to any of these items, please explain: _____

5. ROADS/LAND USE

- a. Are access roads Public Private?
 - b. Is the Property zoned for its current use? Yes No Unknown
 - c. Are there any restrictions governing reconstruction of the Property following casualty loss or damage (e.g. for oceanfront or historic district properties)? Yes No Unknown
- If yes to any of these items, please explain: _____

6. ADDITIONS/REMODELING/INSURANCE CLAIMS

- a. Has there been any structural damage or damage to personal property which may have resulted from casualties including, but not limited to, fire, wind, water, flood, hail or sinkholes?
b. If yes, are you aware if any insurance claims were filed?
c. Have you made any additions, structural changes or other alterations to the Property?
If yes, did you obtain all necessary permits?
d. Was any of the work in violation of any building codes?
e. Were there any additions, structural changes or other alterations made to the Property by any previous owner?
f. Please provide the name of any contractor or individual who constructed any addition or made any structural change to the Property.
g. Are you aware of any active or open permits on the Property which have not been closed by a final inspection?
If yes to any of these items, please explain:

7. ROOF-RELATED ITEMS

- a. What is the approximate age of the roof? 4 years
b. Has the roof leaked during your ownership of the Property?
If yes, what was done to correct the leak(s)?
c. Has the roof been replaced or repaired during your ownership of the Property?
If replaced or repaired, please provide the date and name of contractor
is there a transferable warranty?
If yes, please provide a copy of the warranty.

8. POOL/SPA OR HOT TUB

- a. Does the Property have any of the following?
Pool/Spa Heater
Pool Sweep
Spa/Hot Tub
b. Have repairs ever been made to any item mentioned above?
If yes, please explain
c. What type of pool/spa or hot tub chlorination system do you have? (salt or chlorine)
d. The pool/spa has the following safety features (as defined by Section 515, Florida Statutes):

9. HEATING AND AIR CONDITIONING

- Please indicate existing equipment:
a. Air Conditioning:
b. Heating:
c. If heat pump, type:
d. Air condenser age
Air handler age
e. Window/Wall Unit (s)
Number and location of units included in sale:
f. Solar Heating:
g. Do you have any fuel storage tanks?
If yes,
h. Are you aware of any malfunction, condensation problem or defect regarding these items or ductwork since you have owned the Property?
If yes, explain:

10. WATER INTRUSION

- a. Are you aware of any past or present water intrusion, accumulation of water or dampness affecting the Property, including any crawl spaces?
If yes, please explain
b. Are you aware of any attempts to control any water or dampness problems, including in any crawl spaces?
c. Are you aware of any insurance claims filed for water intrusion?
If yes, please indicate when and the disposition

11. SINKHOLES, SETTLING AND SOIL MOVEMENT

- a. Are you aware of any past or present settling, soil movement or sinkhole(s) affecting the Property? Yes No
 If yes, please explain: _____
- b. Are you aware of any insurance claims filed for a sinkhole with an insurance company? Yes No
 If yes, has the claim has been completely settled with your homeowner's insurance company? Yes No
 If yes, was the full amount of the claim proceeds used to repair the sinkhole damage? Yes No

12. WINDOWS/DOORS/LOCKS

- a. Are the windows insulated glass? Yes No Unknown
- b. Are any windows low "e" filtered windows? Yes No Unknown
- c. Are there any fogged windows? Yes No
- d. Are any windows broken or cracked? Yes No
- e. Do all operable windows open, stay open, close and lock properly? Yes No
- f. Are any screens missing or damaged? Yes No
- g. Do all doors operate properly? Yes No

13. PLUMBING

- a. Are you aware of any problems with the plumbing system? Yes No
- b. Are you aware of any polybutylene pipes on the Property? Yes No
- c. Are you aware of any leaks, back-ups, water or sewer/septic tank problems? Yes No
- d. What is your drinking water supply source? Public Private Well on Property Shared well
- e. If your water is from a well, have there ever been repairs/replacements to the well or pump? Yes No Unknown
- f. Has the well water ever been tested? Yes No Unknown
- g. Do you have a separate water supply source for irrigation? Yes No
- h. If yes, Irrigation Meter Shallow Well
- i. What type of sewage system do you have? Public Private Septic Tank(s)
 If septic, how many? _____ Locations: _____
 When was septic tank last pumped? _____ Age of septic tank if known: _____
 Age of drain field if known: _____
- j. Number of water heaters? _____ Electric Gas Solar Tankless
 If yes to any of these items, please explain: _____

14. ELECTRICAL SYSTEM

- a. Are you aware of any damaged or malfunctioning switches, receptacles, wiring or any problem with the electrical system? Yes No
 If yes, please explain: _____
- b. Does the Property have any aluminum wiring? Yes No Unknown

15. EXCLUSIONS/LEASED SYSTEMS

- a. Are there any items that are affixed to the Property that are excluded from the sale? Yes No
 If yes, please itemize: 2 Egg Rocks in Rock Garden
- b. Is there any leased equipment included in the sale? Yes No
 If yes, please itemize: _____

16. WOOD-DESTROYING ORGANISMS

- a. Are you aware of any past or present infestation or damage to the Property caused by any wood-destroying organisms, including fungi? Yes No
 If yes, please explain: _____
- b. Is the Property currently under service agreement or bond for wood-destroying organisms with a licensed pest control company? Yes No
 If yes, with what company and renewal date? _____
 Is the service agreement or bond transferable? Yes No
 If yes, please attach a copy of the service agreement or bond.
- c. Do you know of any wood-destroying organism reports on the Property issued in the past five years? Yes No
 If yes, please explain and attached a copy if available: _____

17. FLOOD ZONE/DRAINAGE/BOUNDARIES

- a. Is any portion of the Property in a special flood hazard area for which a lender may require flood insurance? Yes No
 If yes, please attach a copy of the flood elevation certificate if available.

SPD

- b. Are you aware of any past or present drainage/flood problems affecting the Property? Yes No
- c. Are you aware of any encroachments or boundary line disputes affecting the Property? Yes No
- d. Are you aware of any shared access/driveway, dock, well or other joint use agreements? Yes No
If yes, oral written. If written, please attach a copy.
- e. Are you aware of any easements affecting the Property other than utility easements? Yes No
- f. Do you have a survey map of the Property? Yes No
If yes, please attach a copy.

18. OTHER MATTERS

- a. Does anyone, including any owner's association, have a right of first refusal or an option to buy the Property? Yes No
- b. Are you aware of any existing or threatened legal action affecting you or the Property? Yes No
- c. Does the Property currently have homestead tax exemption? If yes, for which year? 2013 Yes No
- d. Water/Sewer Provider: JEA
Garbage Pick-up Provider: County Gas/Fuel oil Provider: Teco
Electricity Provider: JEA
- e. Is there anything else you feel you should disclose to a prospective buyer that may materially adversely affect the value or desirability of the Property? Yes No
If yes to any of these items, please explain: _____

SELLER represents that the information set forth in this Property Disclosure is accurate and complete to the best of SELLER's knowledge. SELLER does not intend this Disclosure to be a warranty or guaranty of any kind. SELLER hereby authorizes the listing Broker to provide a copy of this Disclosure to prospective buyers of the Property and to real estate brokers and licensees. SELLER shall notify the listing Broker in writing immediately if any information set forth in this Disclosure becomes inaccurate or incorrect.

Authentisign
Lynn Seavey
SELLER
Lynn Seavey

03/22/2017
DATE

SELLER

DATE

SELLER

DATE

SELLER

DATE

RECEIPT AND ACKNOWLEDGMENT BY BUYER

BUYER hereby acknowledges receipt of a copy of this Property Disclosure. BUYER is strongly advised to obtain Property inspection(s) as provided for in the Purchase and Sale Agreement and Deposit Receipt. BUYER should select professionals with appropriate qualifications to conduct inspections. BUYER acknowledges that this Property Disclosure is not intended as a warranty or guaranty of any kind by SELLER.

BUYER hereby acknowledges that SELLER's representations are made to BUYER based on SELLER's knowledge and, further, that it is BUYER's responsibility to have the Property inspected. The statements in this Disclosure are those of SELLER only. The Brokers and their licensees do not warrant or guarantee the statements contained in this Property Disclosure or the condition of the Property and are not responsible for the condition of the Property. BUYER understands that the Property is being sold in its present condition unless otherwise agreed upon in the Purchase and Sale Agreement and Deposit Receipt.

BUYER

DATE

BUYER

DATE

BUYER

DATE

BUYER

DATE



LOCK BOX ADDENDUM



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278 CARRIER DR PONTE VEDRA FL 32081-8407

Property Address ("Property")

The Northeast Florida Association of Realtors®, Inc. ("NEFAR") makes access to the Supra iBox lock box system ("Supra iBox") available to its authorized REALTOR® members and licensed WDO inspectors and licensed home inspectors who are NEFAR Affiliate members. This Addendum is intended to be used only in conjunction with that system. Owner acknowledges that the lock box procedure used by REALTOR® has been fully explained to Owner by REALTOR® and that use of the SUPRA iBox is intended to facilitate access to Owner's Property by REALTORS®, licensed WDO inspectors and licensed home inspectors who are NEFAR Affiliate members.

Owner acknowledges that the Supra iBox may decrease the security of the Property now provided by the Owner's existing lock system. Owner is aware of the possible security risks incident to the use of the Supra iBox, including increased risk of loss or damage to personal property and real property, and personal injury.

Owner understands the above and agrees that the Supra iBox is used for marketing of and providing access to the Property. Owner has not relied on any representation made or advice provided by REALTOR® with regard to use of the Supra iBox. Owner elects to have REALTOR® place a Supra iBox on Owner's Property.

In consideration of REALTOR® placing a Supra iBox on Owner's Property, Owner agrees that REALTOR®, those working through REALTOR®, REALTORS® who are authorized to use the Supra iBox through NEFAR and the Northeast Florida Multiple Listing Service, Inc., their licensees, REALTOR® members and employees, are hereby unconditionally released from liability for any damage, injury or loss to personal property, real property, and personal injury to Owner and any person whomsoever arising out of the use, maintenance or operation of the Supra iBox, and Owner hereby agrees to indemnify and hold all of them harmless therefrom.

Authentication
Lynn Seavey 03/22/2017
Owner Signature Lynn Seavey Date

Owner Signature Date

Owner Signature Date

Owner Signature Date

IF PROPERTY IS TENANT OCCUPIED, THE TENANT HEREBY AGREES TO THE FOREGOING AND, AS USED HEREIN, "OWNER" INCLUDES OWNER AND OWNER'S TENANTS.

Tenant Signature Date

Tenant Signature Date