



Flood Disclosure

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

Seller, Roger L Potvin Francine N Potvin, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 1360 S Village Sq
Vero Beach FL 32966-1250

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

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

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

Seller: [Signature] Roger L Potvin

Date: 3/23/2026

Seller: [Signature] Francine N Potvin

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

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

Seller's Property Disclosure – Residential



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 12 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.

Seller makes the following disclosure regarding the property described as:

1360 S Village Sq

Vero Beach

FL 32966-1250 (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since Seller occupied the Property? _____)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: <u>Preventive</u>			
			<u>ONLY</u>
			<u>MR</u>
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller (DD FL) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 7
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input checked="" type="checkbox"/> owned <input type="checkbox"/> leased?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input checked="" type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: <u>4 c CALLIGAN REVERSE OSMOSIS SYSTEM</u>			

5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is _____ years OR date installed <u>2007</u>			
(c) Has the roof ever leaked during your ownership?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: <u>LEAK - REPAIRED NO PROBLEM SINCE</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input checked="" type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input checked="" type="checkbox"/> required door and window exit alarms <input checked="" type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____ _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: <u>SR HOA</u> <u>ELLIOTTE MERRILL</u>			

9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____ _____			

10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- (f) Are there any zoning violations or nonconforming uses?
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property?
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?
- (j) Are any improvements located below the base flood elevation?
- (k) Have any improvements been constructed in violation of applicable local flood guidelines?
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?
- (m) Are there any active permits on the Property that have not been closed by a final inspection?
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____



- (p) Is the Property located in a historic district?
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district?
- (r) Are there any active or pending applications or permits with a governing body over the historic district?
- (s) Are there any violations of the rules applying to properties in a historic district?
- (t) If the answer to 10(q) – 10(s) is yes, please explain: _____

11. 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.

12. (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanation, 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:  / **Roger L Potvin** Date: 3/23/2026
Seller:  / **Francine N Potvin** Date: 3/23/2026

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
Buyer: _____ / _____ Date: _____

ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer 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 understands these representations are not made by any real estate licensee.

ADDITIONAL KEYES DISCLOSURES

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, The Keyes Company and its Associates [Keyes] owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts materially affecting the value of residential real property which are not readily observable to the buyer;
3. Accounting for all funds entrusted to the licensee.

DISCLOSURE OF BROKER'S STATUS, COMPENSATION AND AUTHORITY

Keyes does not represent any party to a transaction regardless of any other designation or description in any other document or agreement to the contrary unless Keyes has been engaged as a transaction broker in accordance with the terms of its written Brokerage Agreements. As an independent contractor/transaction broker, Keyes may be employed as a broker by the owners of other property, as well as by other prospective buyers/tenants to locate property for them.


Neither cooperating brokers nor Keyes' sales associates are authorized to modify or alter this disclosure form or to make any agreement or representation on behalf of The Keyes Company and they are solely responsible for their own statements, representations and actions. Keyes has not investigated, screened or otherwise verified, the social, financial or employment background of any party to this transaction and makes no representation regarding same. If you believe Keyes has failed to perform any service required of it as a broker, you should immediately give written notice thereof to the branch manager of the office identified above.

DISCLOSURE OF KNOWN DEFECTS

You should review a copy of the Seller's Disclosure of Known Defects prior to your execution of a purchase and sale contract or contract to lease. **Keyes has not conducted a physical inspection of the property to discover concealed defects, to determine the presence of any lead hazard or any other toxic substance, or to determine the accuracy or completeness of the Owner's disclosure form, any other marketing brochure, property description, or property information nor has it examined the public records to determine the property's compliance with applicable zoning, building codes or other applicable law and as a real estate broker.** Keyes is prohibited from giving you legal advice regarding your rights and obligations in this or any other transaction.

CONDOMINIUM PROPERTY CONDITION

NOTICE: The real estate licensees involved in this transaction neither provide any information or make any disclosures regarding the condition of the building(s) or the common areas of any condominium association wherein the subject property may be located, if applicable. Buyer(s) is/are directed to make all inquiries buyer(s) deem(s) reasonable, appropriate and necessary to ascertain the condition of the building(s) or the common areas of any condominium association wherein the subject property is located, including, without limitation, whether a 40-year certification has been performed, commenced or completed (Miami-Dade and Broward Counties); whether a complete inspection of the building(s) or common areas has been performed as required by ordinance for subject properties located within the jurisdiction of the City of Boca Raton; whether a special assessment has been passed or is planned to make repairs to the building(s) or common areas of any condominium association or any other inquiry regarding the condition of or repairs to building(s) and common areas of any condominium association, if applicable. The real estate licensees involved in this transaction direct the buyer(s) to make such inquiries directly or through sellers from the board of directors or management company for the condominium association, if applicable.

Seller () and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 5 of 7
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BUYER'S RESPONSIBILITIES FOR PROPERTY INSPECTIONS

You should obtain competent legal advice regarding your rights and obligations under the contract and to determine the status of title to the property as well as the property's compliance with applicable zoning and building codes including minimum flood elevations and other applicable laws. **The information contained in the broker's listing brochure is a general description of the property, it is not based on the personal knowledge of Keyes or its associates, and no representation is expressed or implied by Keyes regarding its accuracy or the actual physical condition of the property, the status of title of the property, the property's compliance with applicable law, or the actual income and expenses of the property, if any.**

Under the terms of most purchase and sale contracts, and contracts to lease, the Buyer is solely responsible for the inspection of the property, including, but not limited to its income and expenses, all personal property, the structural components, and operating systems of the buildings; for the determination of the presence of any hazardous waste or materials; for the examination of the public records to determine the status of title of the property as well as the property's compliance with applicable zoning and building codes and for the determination of whether the buildings have been built below the minimum applicable flood elevations. You should obtain competent advice from experts who are qualified to advise you in such areas. The contractors you employ are solely responsible for their own statements, representations, and actions. Your employment of any such contractors must be based solely upon your own determination of such contractor's ability to perform the services you request.

Other neighborhood factors may affect your decision to purchase or lease a property; you should confirm the current local school boundaries with the County school board prior to or during your inspection period. The Florida Department of Law Enforcement maintains a list of sexual predators that may in the area; information is available at 1-888-357-7332, by email at sexpred@fdle.state or on the web at www.fdle.state.fl.us. The availability, accessibility and view of common recreational facilities like golf courses, parks or clubhouses, in many communities are subject to change, and you should consult with the local community authorities to determine the likelihood of such change and how it will affect your purchase.

Under the Florida Building Energy-Efficiency Rating Act; the Department of Community Affairs has adopted a statewide uniform building energy- efficiency rating system to encourage the purchase of energy-efficient buildings. The Buyer may have the building's energy-efficiency rating determined, and the Buyer should receive a copy of the information brochure prepared and provided at no cost by the Department of Community Affairs at the time of, or prior to, the Buyer's execution of the contract. If you did not receive one, please ask for it. The Brochure will provide information 1) How to analyze the building's energy-efficiency rating, (2) comparisons to statewide averages for new and existing construction of that class, (3) information concerning methods to improve the building's energy-efficiency rating, (4) that the energy-efficiency rating may qualify the residential purchaser for an energy-efficient mortgage from lending institutions.

RADON GAS AND OTHER ENVIRONMENTAL RISKS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from county public health units. **Some other common hazardous substances found in existing housing are asbestos, lead, urea formaldehyde foam insulation, mold and Chinese drywall.** Most buildings built before 1950 contain lead in existing paint and plaster, almost half of those buildings built between 1950 and 1980 contain lead in existing paint. In buildings built between 1982 and 1988 the tap water may contain lead from solder used for plumbing pipes. Lead is poisonous if consumed. Lead contamination may occur by eating lead paint chips, by breathing lead dust from plaster and paint and by drinking contaminated water. If lead contaminated products are present in the building, precautions should be taken to reduce risk of lead poisoning especially if any occupant is pregnant or young; and if any renovations are contemplated. Risk of drinking water contamination from environmental sources is also possible, if water source is supplied to the property by a private well. Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. Properties that have had water penetration are susceptible to mold contamination. Additional information regarding lead and other environmental risks may be obtained from any public health unit, from the Department of Veteran Affairs or from the Department of Housing and Urban Development.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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

Seller (MM) (FP) and Buyer () () acknowledge receipt of a copy of this page, which is Page 6 of 7
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PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION

ANY STATEMENTS OR REPRESENTATIONS WHICH MAY CONFLICT WITH THESE KEYES DISCLOSURES MAY NOT BE RELIED UPON.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer:  / Re
(signature) (print)

Buyer: _____ / _____
(signature) (print)



Comprehensive Rider to the Residential Contract For Sale And Purchase

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

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:

Roger L Potvin Francine N Potvin (SELLER)
and _____ (BUYER)
concerning the Property described as 1360 S Village Sq
Vero Beach FL 32966-1250

Buyer's Initials _____ Seller's Initials RP FP

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 Pointe West South Village Ph II Pd
(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 _____



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:

\$ 773 per quarter for HOA Fees to Elliott Merrill
\$ 1500 per one time for cap contrib to Elliott Merrill
\$ _____ 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:

Elliott Merrill
Contact Person Janna Streeter Contact Person _____
Phone 772-519-9853 Phone _____
Email jannas@elliottmerrill.com Email _____

Additional contact information can be found on the Association's website, which is:
www. elliottmerrill.com / community / painte-west