

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

IN RE: SCOTT TERRAZZANO  
Debtor(s).

CASE NO.: 3:16-bk-2595-PMG  
Chapter 11

\_\_\_\_\_/

**EMERGENCY MOTION TO DETERMINE HOMESTEAD PROPERTY IS EXEMPT,  
DETERMINE PROCEEDS ARE EXEMPT, AND MOTION TO APPROVE SALE  
(13032 HUNTLEY MANOR DR, JACKSONVILLE, FL 32224)  
(And Request for Expedited Hearing On or Before November 2, 2017)**

SCOTT TERRAZZANO, as Debtor and Debtor-In-Possession (the “Debtor”), pursuant to 11 U.S.C. §§ 105, 363, 1107(a) and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), by and through his undersigned counsel, files this EMERGENCY MOTION TO DETERMINE HOMESTEAD PROPERTY IS EXEMPT, DETERMINE PROCEEDS ARE EXEMPT, AND MOTION TO APPROVE SALE (the “Proposed Sale”), and states:

**BACKGROUND**

1. On July 8, 2016, (the “Petition Date”), the Debtor filed a petition for relief under Chapter 11 of the United States Bankruptcy Code. An order for relief was entered, pursuant to 11 U.S.C. §§ 1107 and 1108, the Debtor is authorized to retain possession of the property of the estate and other assets, and is duly authorized as debtor-in-possession to continue the operation and management of the Debtor’s business. No trustee or examiner has been appointed in this bankruptcy case.

2. The Court has jurisdiction to enter final orders on this case pursuant to 28 U.S.C. § 1334. The subject motion is a core matter pursuant to 28 U.S.C. § 157 (b)(2)(N). Venue in this district is proper pursuant to 28 U.S.C. §1409.

3. A committee of unsecured creditors has not been appointed.

4. The Debtor generates revenue through rental income from owning and managing residential investment properties.

5. Debtor's homestead is located at 13032 HUNTLEY MANOR DR, JACKSONVILLE, FL 32224 (the "Homestead Property").

6. On the Petition Date, Debtor claimed the Homestead Property as exempt pursuant to Florida Constitution Article X, § 4(a)(1) as reflected in Schedule C.

7. Debtor owns the Homestead Property jointly with his non-filing spouse.

8. Debtor and his spouse acquired the Homestead Property as husband and wife on July 16, 2008.

9. Closing is scheduled for November 3, 2017. Debtor requests a hearing on or before November 2, 2017.

10. Although the Homestead Property is exempt and the sale may not be subject to court approval, the United States Trustee requested a motion be filed to approve the sale.

#### **HOMESTEAD EXEMPTION**

11. Debtor claimed the homestead exemption as of the Petition Date as reflected on Schedule C.

12. Debtor is entitled to an unlimited homestead exemption under Florida law. *See, e.g., In re Rasmussen*, 349 B.R. 747, 750 (Bankr. M.D. Fla. 2006).

13. Bankruptcy Code Section 522(p) does not apply to cap the exemption as Debtor acquired the property on July 16, 2008, which is more than 1215 days prior to the Petition Date.

14. If necessary, Debtor may amend the exemption to clarify the value of the Homestead Property consistent with the sale price. Such right to amend is not prohibited by the Bankruptcy Code and the discretion to amend any exemption therefore remains with the Debtor. *See Law v. Siegel*, 134 S. Ct. 1188, 1196 (2014).

15. While exempt property initially is included in property of the estate under Section 541, the Debtor may elect to remove exempt property from property of the estate. *See* 11 U.S.C. §§ 522, 541. *See also, e.g., In re McBride*, 347 B.R. 585, (Bankr. S.D. Tex. 2006).

16. As exempt property removed from property of the estate, Debtor posits that court approval is not necessary under Section 363, which applies to sale of property of the estate outside the ordinary course of business.

17. Nevertheless, for purposes of transparency and clarity and also based on the request of the United States Trustee, Debtor files the instant motion.

18. Debtor requests the Court enter an Order finding that the Homestead Property is exempt.

#### **TENANCY BY THE ENTIRETY EXEMPTION**

19. In addition to the homestead exemption, the Homestead Property is also exempt as tenancy by the entirety property.

20. As reflected in the deed recorded as Duval County Official Records Book 14574 Page 1818, Debtor and his non-filing spouse acquired the Homestead Property as husband and wife.

21. The Homestead Property possesses the six characteristics necessary to qualify for the tenancy by the entirety exemption. The six characteristics are:

1. Unity of possession (joint ownership and control). Debtor and his non-filing spouse jointly own, control and reside at the Homestead Property.
2. Unity of interest (the interests in the account must be identical). Debtor and his non-filing spouse own equal, undivided interests in the Homestead Property.
3. Unity of title (the interests must have originated in the same instrument). Debtor and his non-filing spouse acquired title via the deed recorded at Duval County Official Records Book 14574 Page 1818.
4. Unity of time (the interests must have commenced simultaneously). As noted above, Debtor and his non-filing spouse acquired the property together on July 16, 2008.
5. Survivorship. By virtue of the joint ownership as husband and wife, Debtor and his non-filing spouse hold the Homestead Property with rights of survivorship.
6. Unity of marriage. Debtor and his non-filing spouse were married at the time they acquired the Homestead Property and have remained married since that time to the present date.

22. Accordingly, the Debtor and his non-filing spouse hold the Homestead Property as tenants by the entirety.

23. Atlantic Coast Bank is the only unsecured creditor that holds a claim against Debtor and his non-filing spouse. Atlantic Coast Bank filed proof of claim 18 in the amount of \$33,826.30 and proof of claim 19 in the amount of \$91,113.83.

24. No creditors are entitled to levy on the Homestead Property or proceeds therefrom by virtue of the homestead exemption.

25. As the only creditor holding an unsecured claim against both Debtor and his non-filing spouse, Atlantic Coast Bank would be the only creditor excluded from the tenancy by the entirety exemption. *See, e.g., In re Droumtseka*, 269 B.R. 463 (Bankr. M.D. Fla. 2000).

26. Debtor requests the Court entered an Order finding that, in addition to the homestead exemption that exempts the Homestead Property in its entirety, Debtor would also be entitled to claim the tenancy by the entirety exemption as to all creditors with the exception of Atlantic Coast Bank.

#### **HOMESTEAD PROCEEDS EXEMPT**

27. Proceeds from the sale of the Homestead Property maintain their exemption so long as three conditions are met. *See JBK Associates, Inc. v. Sill Bros., Inc.*, 191 So. 3d 879, 881 (Fla. April 28, 2016).

28. First, “there must be a good faith intention, prior to and at the time of the sale, to reinvest the proceeds in another homestead within a reasonable time.” Second, “the funds must not be commingled with other monies.” Third, “the proceeds must be kept separate and apart and held for the sole purpose of acquiring another home.” *See id.*

29. All three conditions are met or will be met in the instant case.

30. Debtor proposes that a portion of the funds be paid at closing or deposited into the DIP account to pay of Chapter 11 expenses, including United States Trustee fees and attorney fees and as a reserve for future Plan payments.

31. The remaining funds should be deposited into a joint non-DIP homestead bank account, in order to maintain the exempt status of the proceeds and given that Debtor owns the property jointly with his non-filing spouse. Debtor requests a determination that these funds would maintain their exempt status, conditioned on remaining separate and apart from other funds, not commingled, and held for the sole purpose of reinvesting in another homestead.

### **SALE OF HOMESTEAD**

32. Debtor requests the Court approve the sale of the Homestead Property as described above and as described in the Contract to Buy and Sell Real Estate (Residential) dated August 3, 2017 (“Sale Agreement”) attached as Exhibit 1.

33. The total purchase price for real property is \$730,000.

34. The Debtor proposes sale of the real property to Daniel and Vicke Lawrie (“Purchaser”).

35. Closing is currently scheduled for November 3, 2017.

36. The first mortgage lien of Bayview Financial, as reflected in proof of claim 5, would be paid in full from the sale.

37. An estimated closing statement will be filed with the Court after conclusion of sale.

38. The Debtor avers that the Proposed Sale is in the best interest of the Debtor, the Debtor’s creditors and the bankruptcy estate. The Proposed Sale would allow the mortgage holder to immediately recover its allowed secured claim. The Proposed Sale will also allow Debtor to use exempt funds in part to fund future plan payments to other secured

creditors and pay Chapter 11 administrative expenses, attorney fees and United States Trustee fees.

39. Debtor requests an expedited hearing on or before November 2, 2017. Closing is scheduled for November 3, 2017.

**WHEREFORE**, the Debtor respectfully requests that the Court enter an Order Authorizing the Proposed Sale as provided by this Motion.

Respectfully Submitted on October 23, 2017 by:

LAW OFFICES OF MICKLER & MICKLER

By: 

Taylor J. King

Florida Bar No. 072049

5452 Arlington Expressway

Jacksonville, FL 32211

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**EXHIBIT 1**





PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT
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THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.

1 DANIEL AND VICKIE LAWRIE (A MARRIED COUPLE) (REVOCABLE TRUST)

2 ("BUYER/PURCHASER") (if individual(s), name(s) as reflected on
3 government-issued photo ID and marital status) and SCOTT J TERRAZZANO

4 JULIE D TERRAZZANO ("SELLER") (name(s)
5 as reflected on deed or government-issued photo ID and marital status), which terms may be singular or plural
6 and include the successors, personal representatives and assigns of BUYER and SELLER, hereby agree that
7 SELLER will sell and BUYER will buy the following described property with all improvements ("the Property"),
8 upon the following terms and conditions and as completed or marked. In any conflict of terms or conditions, that
9 which is added will supersede that which is printed or marked.

10 PROPERTY DESCRIPTION:

11 (a) Street address, city, zip code: 13032 HUNTLEY MANOR DR, JACKSONVILLE, FL 32224

12 (b) The Property is located in DUVAL County, Florida. Property Tax ID No: 167455 7700

13 (c) Legal description of the Real Property (if lengthy, attach legal description): 45-96 03-3S-28E

14 JACKSONVILLE GOLF & COUNTRY CLUB UNIT 2C LOT 2 BLK 11

15

16 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or
17 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current
18 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record which do
19 not adversely affect marketable title. Under Florida law, financing of the BUYER's principal residence
20 requires BUYER and BUYER's spouse to sign the mortgage(s). Under Florida law, the sale of a principal
21 residence requires SELLER's spouse to sign the deed even if the spouse's name is not on SELLER's
22 present deed.

23 1. PURCHASE PRICE to be paid by BUYER is payable as follows:

- (A) Binder deposit paid herewith, which will remain a binder until closing unless sooner disbursed according to the provisions of this Agreement \$
(B) Binder deposit due within 3 days after date of acceptance of this Agreement \$ 10,000
(C) Additional binder deposit due on or before or days after date of acceptance of this Agreement \$
(D) Balance due at closing (not including BUYER's closing costs, prepaid items or prorations) by wire transfer or, if allowed by settlement agent, by cashier's or official check drawn on a United States banking institution \$ 300,000
(E) Proceeds of a note and mortgage to be executed by BUYER to any lender other than SELLER (base loan amount excluding FHA MIP, funding fees or financed closing costs) \$ 420,000
(F) Seller financing by note and mortgage executed by BUYER to SELLER (requires use of Seller Financing Addendum) \$
(G) PURCHASE PRICE \$ 730,000

39 Binder deposit(s) to be held by:

40 Name:
41 Address:
42 Phone: Fax:
43 E-mail:

44 Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder
45 deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced
46 in paragraph 12(A) hereof are not available.

47 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows:

48  cash transaction

49  loan without financing contingency

50  loan as marked below with financing contingency. Loan Approval  is  is not conditioned upon the  
51 closing of the sale of other real property owned by BUYER. If neither box is marked then Loan Approval  
52 is not conditioned upon the closing of the sale of other real property owned by BUYER.

53 (A)  **FHA:** "It is expressly agreed that notwithstanding any other provisions of this contract, the  
54 PURCHASER shall not be obligated to complete the purchase of the Property described herein or to  
55 incur any penalty by forfeiture of earnest money deposits or otherwise unless the PURCHASER has  
56 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal  
57 Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement Lender setting forth  
58 the appraised value of the Property of not less than \$ \_\_\_\_\_. The PURCHASER shall  
59 have the privilege and option of proceeding with consummation of this contract without regard to the  
60 amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum  
61 mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the  
62 value or the condition of the Property. The PURCHASER should satisfy himself/herself that the price  
63 and condition of the Property are acceptable."

64 **If Purchase Price changes, the dollar amount referenced in line 58 should be changed to reflect**  
65 **the new Purchase Price.**

66 (B)  **VA:** It is expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER  
67 shall not incur penalty by forfeiture of earnest money or otherwise be obligated to complete the  
68 purchase of the Property described herein, if this Agreement purchase price or cost exceeds the  
69 reasonable value of the Property established by the Veterans Administration. The BUYER shall,  
70 however, have the privilege and option of proceeding with the consummation of this Agreement without  
71 regard to the amount of reasonable value established by the VA.

72 (C)  **CONVENTIONAL OR USDA FINANCING:** If BUYER's financing is conventional or USDA, it is  
73 expressly agreed that, notwithstanding any other provision of this Agreement, BUYER shall not incur  
74 penalty by forfeiture of deposit(s) or otherwise be obligated to complete the purchase of the Property  
75 described herein if the purchase price exceeds the appraised value of the Property as established by  
76 the lender's appraiser. BUYER shall, however, have the option of proceeding with the consummation  
77 of this Agreement without regard to the amount of said appraised value. This contingency shall expire  
78 5 days after expiration of the Loan Approval Period.

79 (D)  **OTHER FINANCING:**  **SELLER FINANCING**  **MORTGAGE ASSUMPTION.** If marked, see  
80 applicable Addendum attached hereto and made a part hereof.

81 **APPLICATION:** Within 5 days (5 days if left blank) after date of acceptance of this Agreement,  
82 BUYER will complete the application process for mortgage loan(s) and pay lender for credit report(s).  
83 BUYER will timely furnish any and all credit, employment, financial, and other information required by  
84 lender, and make a continuing and diligent effort to obtain loan approval. **BUYER will pay for the**  
85 **appraisal within 3 days after having provided lender with written notice of intent to proceed and**  
86 **will instruct the lender to order the appraisal within 3 days after time of such payment;**  
87 **otherwise, BUYER is in default.** BUYER hereby authorizes BUYER's lender to disclose information  
88 regarding the status, progress and conditions of loan application and loan approval to SELLER,  
89 SELLER's attorney, Broker(s) to this transaction, and the closing attorney/settlement agent. **BUYER**  
90 **and SELLER hereby further authorize BUYER's lender and the closing attorney/settlement agent**  
91 **to provide a copy of the combined settlement statement and the BUYER and SELLER Closing**  
92 **Disclosures to Broker(s) to this transaction when provided to BUYER and SELLER, both before**  
93 **and at closing (consummation).**

94 Unless the mortgage loan is approved within 30 days (45 days if left blank) after date of  
95 acceptance of this Agreement, hereinafter called the Loan Approval Period, without contingencies  
96 other than lender-required repairs/replacements/treatments, marketable title and survey, **BUYER shall**  
97 **have 5 days thereafter to terminate this Agreement by written notice to the SELLER, or be**  
98 **deemed to have waived the financing contingency.** If BUYER does not terminate this Agreement  
99 within said 5 day period neither BUYER nor SELLER shall have a right to terminate this Agreement  
100 under this paragraph, the binder deposit shall not be refundable because of BUYER's failure to obtain  
101 financing, and this Agreement shall continue through the date of closing.

102 3. **TITLE EXAMINATION AND DATE OF CLOSING (CONSUMMATION):**

103 (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title,  
104 including legal access, the transaction will be closed and the deed and other closing papers delivered  
105 on or before  \_\_\_\_ days (15 days if left blank) after the Loan Approval Period,  11/3/2018 (specific  
106 date), or  \_\_\_\_ days after date of acceptance of this Agreement, **unless extended by other**  
107 **conditions of this Agreement.**

108 Marketable title means title which a Florida title insurer will insure as marketable at its regular rates and  
 109 subject only to matters to be cured at closing and the usual exceptions such as survey, current taxes,  
 110 zoning ordinances, covenants, restrictions and easements of record which do not adversely affect  
 111 marketable title. From the date of acceptance of this Agreement through closing, SELLER will not take  
 112 or allow any action to be taken that alters or changes the status of title to the Property.

113 (B) **Extension of Date of Closing:** If closing cannot occur by the date of closing due to Consumer  
 114 Financial Protection Bureau (CFPB) delivery requirements, the date of closing shall be extended for the  
 115 period necessary to satisfy CFPB delivery requirements, not to exceed 10 days. If extreme weather, act  
 116 of God, act of terrorism or war ("force majeure") prevents any obligation under this Agreement from  
 117 being performed or causes the unavailability of insurance, all time periods, including the date of closing,  
 118 will be extended for the period of time that any of the above prevents performance of any obligation  
 119 under this Agreement, but in no event more than 5 days after restoration of services essential to the  
 120 closing process and availability of applicable insurance. If force majeure prevents performance of any  
 121 obligation under this Agreement for more than 30 days beyond the date of closing, BUYER or SELLER  
 122 may terminate this Agreement by delivering written notice to the other party.

123 If title evidence or survey reveals any defects which render the title unmarketable, or if the Property is  
 124 not in compliance with governmental regulations/permitting, BUYER or closing agent will have 5 days  
 125 from receipt of title commitment, survey or written evidence of any permitting/regulatory issue to notify  
 126 SELLER of such defects. SELLER agrees to use reasonable diligence to cure such defects at  
 127 SELLER's expense and will have 30 days to do so, in which event this transaction will be closed within  
 128 10 days after delivery to BUYER of evidence that such defects have been cured but not sooner than  
 129 the date of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and  
 130 other monetary encumbrances unless otherwise agreed in writing. If SELLER is unable to convey  
 131 marketable title, or to cure permitting/regulatory compliance issues, BUYER will have the right to  
 132 terminate this Agreement, or to accept the Property as SELLER is able to convey, and to close this  
 133 transaction upon the terms stated herein, which election will be exercised within 10 days after BUYER's  
 134 receipt of SELLER's written notice of SELLER's inability to cure.

135 4. **TITLE EVIDENCE / MUNICIPAL LIEN SEARCH:**

136 (A) **TITLE EVIDENCE:** At least 10 days before date of closing (10 days if left blank), the party paying  
 137 for the title insurance shall cause the title agent to issue a title insurance commitment for an owner's  
 138 policy in the amount of the Purchase Price and a title insurance commitment for a mortgage policy in the  
 139 amount of BUYER's loan(s) if BUYER is financing the purchase. Any expense of curing title defects  
 140 such as, but not limited to, legal fees, discharge of liens and recording fees will be paid by SELLER.

141 (B) **MUNICIPAL LIEN SEARCH:** If a municipal lien search is required in this Agreement, at least  
 142 10 days before date of closing (10 days if left blank), the party paying for this search shall  
 143 obtain and provide to the closing attorney/settlement agent a municipal lien search.

144 5. **SURVEY:** At least 10 days before date of closing (10 days if left blank), the party paying for the survey  
 145 shall cause to be delivered to the closing attorney/settlement agent (**mark only one box**):  a new staked  
 146 survey of the Property dated within (3) months of date of closing showing all improvements, certified to  
 147 BUYER, SELLER, lender, and the title insurer in compliance with Florida law; or  a copy of a previously  
 148 made survey of the Property showing all existing improvements and sufficient to allow removal of the  
 149 survey exceptions from the title insurance commitment **or, if insufficient, then a new staked survey is**  
 150 **required.**  No survey is required. **If a surveyor's flood elevation certificate is required, BUYER**  
 151 **shall pay for it.**

152 6. **CASUALTY LOSS OR DAMAGE:** If the Property is damaged by any casualty prior to closing, SELLER  
 153 shall immediately notify BUYER in writing. If the cost of repair or restoration does not exceed 3% of the  
 154 Purchase Price, cost of restoration will be an obligation of SELLER and closing will proceed pursuant to the  
 155 terms of this Agreement. If the cost of repair or restoration exceeds 3% of the Purchase Price, BUYER may  
 156 terminate this Agreement by giving written notice to SELLER within 10 days after BUYER's receipt of  
 157 written notice from SELLER of the casualty. If BUYER has not so terminated, SELLER shall have 30 days  
 158 from the end of said 10 day period to complete the repairs in accordance with the conditions required by  
 159 paragraph 14 and all applicable laws. Closing shall occur within 20 days thereafter but not sooner than the  
 160 date of closing as set forth in paragraph 3.

161 If BUYER has not terminated as above, and the cost of repair or restoration exceeds said 3% and SELLER  
 162 declines to pay the excess, then SELLER must notify BUYER in writing of same within 15 days after the  
 163 casualty. In this event, BUYER may either purchase the Property as is, together with any insurance  
 164 proceeds payable by virtue of such casualty (to be assigned by SELLER to BUYER upon closing) plus an  
 165 amount equal to SELLER's deductible, or BUYER may terminate this Agreement. BUYER shall have 5  
 166 days after receipt of SELLER's written notice of refusal to pay the excess costs to terminate this  
 167 Agreement, or be deemed to have elected to proceed with this transaction.

168 7. **PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste  
 169 collection/disposal fees, stormwater fees, and Community Development District (CDD) fees will be prorated  
 170 through day before closing based on the most recent information available to the closing  
 171 attorney/settlement agent, using the gross tax amount for estimated tax prorations. The day of closing shall  
 172 belong to BUYER. Any proration based on an estimate shall be re-prorated at the request of either party  
 173 upon receipt of the actual bill based on the maximum discount available.

174 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT  
 175 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED  
 176 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
 177 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN  
 178 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT  
 179 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

180 8. **BUYER WILL PAY:**

181 (A) CLOSING COSTS:

- |  |   |
|--|---|
| 182 <input checked="" type="checkbox"/> Recording fees                                     | <input type="checkbox"/> One year home warranty _____             |
| 183 <input checked="" type="checkbox"/> Intangible tax                                     | <input type="checkbox"/> VA funding fee                           |
| 184 <input checked="" type="checkbox"/> Note stamps  | <input type="checkbox"/> Mortgage insurance premium               |
| 185 <input checked="" type="checkbox"/> Simultaneous mortgagee title insurance policy      | <input type="checkbox"/> Mortgage discount not to exceed _____    |
| 186 <input checked="" type="checkbox"/> Title insurance endorsements                       | <input type="checkbox"/> Survey                                   |
| 187 <input checked="" type="checkbox"/> Lender's flood certification fees                  | <input type="checkbox"/> Closing attorney/settlement fee          |
| 188 <input checked="" type="checkbox"/> Mortgage origination charges                       | <input type="checkbox"/> BUYER's courier fees                     |
| 189 <input checked="" type="checkbox"/> Appraisal fee                                      | <input type="checkbox"/> Title search                             |
| 190 <input checked="" type="checkbox"/> Credit report (s)                                  | <input checked="" type="checkbox"/> Municipal lien search         |
| 191 <input checked="" type="checkbox"/> Inspection and reinspection fees                   | <input type="checkbox"/> Real estate brokerage fee \$ _____       |
| 192 <input checked="" type="checkbox"/> Tax service fee (FHA BUYER may pay)                | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 193 <input checked="" type="checkbox"/> Wood-destroying organism report (VA BUYER may pay) |   |
| 194 <input type="checkbox"/> Other _____   |   |

195 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by  
 196 law or regulation, together with lender related settlement/title service fees.

197 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a  
 198 lender's condominium questionnaire fees, and capital contributions, if required.

199 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance  
 200 premiums if required by the lender.

201 9. **SELLER WILL PAY:**

202 (A) CLOSING COSTS:

- |  |  |
|--|--|
| 203 <input checked="" type="checkbox"/> Deed stamps                                | <input type="checkbox"/> One year home warranty _____            |
| 204 <input checked="" type="checkbox"/> Owner's title insurance policy             | <input checked="" type="checkbox"/> Real estate brokerage fee(s) |
| 205 <input checked="" type="checkbox"/> Title search                               | <input type="checkbox"/> Title insurance endorsements            |
| 206 <input checked="" type="checkbox"/> Closing attorney/Settlement fee            | <input type="checkbox"/> Lender's flood certification fees       |
| 207 <input checked="" type="checkbox"/> Survey                                     | <input type="checkbox"/> Mortgage discount not to exceed _____   |
| 208 <input checked="" type="checkbox"/> Satisfaction of mortgage and recording fee | <input type="checkbox"/> Appraisal fee                           |
| 209 <input type="checkbox"/> SELLER's courier fees                                 |  |
| 210 <input type="checkbox"/> Other _____   |  |

212 (B) Condominium and homeowners' association estoppel/statement fees, payable upon request by the  
 213 closing attorney/settlement agent.

214 (C) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is  
 215 prohibited from paying by law or regulation.

216 (D) If SELLER agrees to pay any amount toward BUYER's closing costs (which shall include BUYER's  
 217 prepaids), SELLER shall be obligated to pay, upon closing, **only those costs marked in paragraph**  
 218 **8(A)** and those specified in paragraphs 8(B), 8(C) and 8(D). This amount will include all VA non-  
 219 allowables not specified to be paid by SELLER.

220 (E) All mortgage payments, condominium and homeowners association fees and assessments, CDD fees  
 221 and government special assessments due and payable shall be paid current at SELLER's expense at  
 222 the time of closing.

223 (F) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by  
 224 a public body that are certified, confirmed and ratified before the date of closing not payable in

225 installments; and (ii) the amount of the public body's most recent estimate or assessment for an  
 226 improvement which is substantially completed as of date of acceptance of this Agreement but that has  
 227 not resulted in a lien being imposed on the Property before closing. "Public body" does not include a  
 228 condominium or homeowners' association or CDD.

229 If public body special assessments may be paid in installments (MARK ONE)

230  BUYER shall pay installments due after date of closing.

231  SELLER will pay the assessment in full prior to or at the time of closing.

232 **IF NEITHER BOX IS MARKED BUYER SHALL PAY INSTALLMENTS DUE AFTER THE DATE OF**  
 233 **CLOSING. This paragraph 9(F) shall not apply to liens imposed by a Community Development**  
 234 **District created by Florida Statute 190. The special benefit tax assessment imposed by a**  
 235 **Community Development District shall be treated as an ad valorem tax.**

236 **10. DEFAULT:**

237 (A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after  
 238 deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees  
 239 which shall be BUYER's sole responsibility), will be retained by SELLER as agreed upon liquidated  
 240 damages, consideration for the execution of this Agreement, and in full settlement of any claims.  
 241 BUYER and SELLER will then be relieved of all obligations to each other under this Agreement except  
 242 for BUYER's responsibility for damages caused during inspections as described in paragraph 14.

243 (B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii) elect  
 244 to receive the return of BUYER's binder deposit(s) without thereby waiving any action for damages  
 245 resulting from SELLER's default.

246 (C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms  
 247 of the listing agreement.

248 **11. NON-DEFAULT PAYMENT OF EXPENSES:**

249 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,  
 250 whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with  
 251 costs deducted from the binder deposit(s), and the remainder of the binder deposit(s) shall be returned  
 252 to BUYER. This will include but not be limited to the transaction not closing because BUYER does not  
 253 obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to  
 254 terminate under any contingency in this Agreement; however, if Buyer elects to terminate this  
 255 Agreement pursuant to paragraphs 2(A), 2(B), 2(C) or 14, each party will be responsible for all loan and  
 256 sale processing costs specified to be paid by that party, except all inspections, including WDO Report,  
 257 which shall be paid by BUYER.

258 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,  
 259 whether the same were to be paid by BUYER or SELLER, will be the responsibility of SELLER, and  
 260 BUYER will be entitled to the return of the binder deposit(s). This will include the transaction not closing  
 261 because SELLER elects not to pay for the amount in excess of the amounts in paragraph 6 with  
 262 respect to casualty, loss or damage, or because SELLER cannot deliver marketable title, or is unable to  
 263 cure permitting/regulatory compliance issues, but shall not include failure to appraise or termination  
 264 pursuant to paragraph 14.

265 **12. BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

266 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the  
 267 holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to  
 268 determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be  
 269 deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the  
 270 broker holding the binder deposit(s) may request the issuance of an Escrow Disbursement Order from  
 271 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,  
 272 and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's fees  
 273 and damages upon disbursement in accordance therewith.

274 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or  
 275 relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and  
 276 Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by  
 277 jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly  
 278 or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their  
 279 own costs and attorney's fees except for interpleader's attorney's fees and costs, which shall be  
 280 payable as set forth in paragraph 12(A).

281 13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has the legal authority and  
 282 capacity to convey the Property, and that no other person or entity has an ownership interest in the Property.  
 283 SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property  
 284 other than those which BUYER can readily observe **except:** \_\_\_\_\_  
 285 \_\_\_\_\_  
 286 \_\_\_\_\_

287 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to  
 288 a municipal or county code enforcement proceeding and that no citation has been issued **except:**  
 289 \_\_\_\_\_  
 290 \_\_\_\_\_

291 If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall  
 292 comply with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes,  
 293 SELLER shall be responsible for compliance with applicable code and all orders issued in such proceeding  
 294 unless otherwise agreed herein. SELLER has received no written or verbal notice from any governmental  
 295 entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge  
 296 of any repairs or improvements made to the Property not then in compliance with governmental  
 297 regulations/permitting **except:** \_\_\_\_\_  
 298 \_\_\_\_\_

- 299 (A) **Energy Efficiency:** In accordance with Florida Statute 553.996, notice is hereby given that the BUYER  
 300 of real property with a building for occupancy located thereon may have the building's energy-efficiency  
 301 rating determined. BUYER acknowledges receipt of the Florida energy efficiency rating information  
 302 brochure prepared by the State of Florida at the time of or prior to BUYER signing this Agreement.
- 303 (B) **Radon Gas Disclosure:** Radon gas is a naturally occurring radioactive gas that, when it has  
 304 accumulated in a building in sufficient quantities, may present health risks to persons who are exposed  
 305 to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in  
 306 Florida. Additional information regarding radon testing may be obtained from your county health unit.
- 307 (C) **Flood Zone:** BUYER is advised to verify with the lender and appropriate government agencies whether  
 308 flood insurance is required and what restrictions apply to improving the Property and rebuilding in the  
 309 event of casualty.
- 310 (D) **Community Development District:** The Property may be in a Community Development District  
 311 (CDD). See BUYER'S Community Development District Acknowledgement for further information.
- 312 (E) **Mold Disclosure:** Mold is naturally occurring. The presence of mold in a home or building may cause  
 313 health problems and damage to the Property.
- 314 (F) **Defective Drywall:** The presence of Defective Drywall in a home may cause health problems and  
 315 damage to the Property.
- 316 (G) **Airport Notice Zones:** If the Property is in Noise Zones A, B and/or an Airport Notice Zone, BUYER  
 317 and SELLER agree to comply with the City of Jacksonville Ordinance Code Section 656.1010.
- 318 (H) **Historic Districts:** BUYER is advised to verify with appropriate government agencies whether the  
 319 Property is in an historic district; if so, the Property is subject to additional guidelines and restrictions.  
 320 See Historic District Disclosure for further information.
- 321 (I) **Other:** BUYER should exercise due diligence with respect to information regarding neighborhood  
 322 crimes, sexual offenders/predators and any other matters BUYER deems relevant to the purchase of the  
 323 Property.

324 14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition  
 325 until closing, except for normal wear and tear and any agreed upon repairs/replacements/treatments.  
 326 BUYER and SELLER agree that the cost of inspections and investigations requested by BUYER are exempt  
 327 from paragraph 11 of this Agreement and will be paid by BUYER regardless of the outcome of this  
 328 Agreement. If BUYER elects not to have inspections and investigations performed, or fails to make a timely  
 329 request for repairs/replacements/treatments as set forth in this paragraph 14, BUYER accepts the Property  
 330 in its **"AS IS"** condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair  
 331 of all damages to the Property resulting from inspections and investigations, and BUYER will return the  
 332 Property to its pre-inspection condition. These obligations shall survive termination of this Agreement.

333 (A) **Access and Utilities:** SELLER will make the Property available for inspections and investigations during  
 334 the time provided for inspections and investigations in this paragraph and, if not, the time for inspections  
 335 and investigations will be extended by the time access was denied. If utilities are not active at the time  
 336 the inspections, investigations or appraisal are to be made, SELLER will pay to have the utilities  
 337 activated for these purposes.

338 Within 10 days after the date of acceptance of this Agreement ("Inspection Period"), BUYER may have  
 339 the Property inspected and investigated by appropriately licensed inspectors or persons/entities holding  
 340 a Florida license to build, repair or maintain the items inspected. BUYER and BUYER'S Broker have the  
 341 right to be present during all inspections and investigations. The inspections and investigations include,  
 342 but are not limited to:

343 (1) testing and inspecting all major appliances, heating, cooling, mechanical, electrical and plumbing  
 344 systems, well and septic (including drain field systems), the roof, pool and pool equipment, defective  
 345 drywall, defective flooring, mold, drainage, radon gas and environmental and sinkhole conditions;

346 (2) inspecting for active infestation and/or damage from termites and other wood-destroying organisms;  
 347 and

348 (3) verifying the cost and availability of insurance, that condominium/homeowner's association insurance  
 349 is satisfactory to BUYER's lender, verifying square footage measurements, and reviewing applicable  
 350 zoning and historic classifications, covenants, restrictions, easements, rules, and other governing  
 351 documents affecting the Property.

352 If BUYER determines, in BUYER's sole discretion, that the Property is not acceptable to BUYER,  
 353 BUYER may prior to the expiration of the Inspection Period:

- 354 • terminate this Agreement by delivering written notice of such election to SELLER together with a  
 355 copy of all written reports, if any, of inspections and investigations if such reports are requested by  
 356 SELLER; (delivery of the NEFAR Release of Deposit and Cancellation of Purchase and Sale  
 357 Agreement is not sufficient as a written notice of termination) or
- 358 • submit BUYER's written request to SELLER for repairs/replacements/treatments, together with a copy  
 359 of all written reports, if any, of inspections and investigations. BUYER and SELLER shall have 7  
 360 days from SELLER's receipt of such request within which to enter into a written agreement for  
 361 repairs/replacements/treatments. If BUYER and SELLER have not entered into such written  
 362 agreement within the 7 days, then BUYER may terminate this Agreement by giving written  
 363 notice of termination to SELLER within 3 days after the 7 days, or be deemed to have accepted  
 364 the Property without repairs/replacements/treatments except as may otherwise be provided in  
 365 this Agreement. BUYER'S request for repairs/replacements/treatments or written agreement  
 366 between BUYER and SELLER as to same shall not eliminate BUYER's right to terminate this  
 367 Agreement at any time within the Inspection Period.

368 If this Agreement is terminated as provided in this paragraph, BUYER and SELLER shall be released  
 369 from all further obligations under this Agreement except as otherwise provided in this paragraph 14.  
 370 Prior to the binder deposit(s) being delivered to BUYER, BUYER shall provide SELLER with paid  
 371 receipts for all investigations and inspections, if any.

372 BUYER shall be responsible for prompt payment for all of BUYER's inspections and investigations.  
 373 BUYER agrees to indemnify and hold SELLER harmless from all losses, damages, claims, suits, and  
 374 costs which may arise out of any contract, agreement, or injury to any person or property as a result of  
 375 any activities of BUYER and BUYER's agents and representatives relating to inspections and  
 376 investigations except for any losses, damages, claims, suits, or costs arising out of pre-existing  
 377 conditions of the Property or out of SELLER's negligence, willful acts or omissions.

378 SELLER shall have any agreed upon repairs/replacements/treatments completed by appropriately  
 379 licensed persons within 10 days after entering into a written agreement for such with BUYER and receipt  
 380 by SELLER of written notice of BUYER's loan approval, if applicable. SELLER shall notify BUYER in  
 381 writing upon completion of all agreed upon repairs/replacements/treatments and provide BUYER with  
 382 copies of all receipts for same at that time. BUYER may, within 3 days after receipt of SELLER's written  
 383 notice and delivery of such receipts, reinspect the Property solely to verify that SELLER has completed  
 384 the agreed upon repairs/replacements/treatments. No other repair/replacement/treatment issues may be  
 385 raised as a result of this reinspection.

386 Walk-Through: Prior to closing, BUYER may walk through the Property solely to verify that SELLER has  
 387 maintained the Property in the condition required in this Agreement.

388 (B) **Broker's Notice**: Neither the Listing Broker nor Selling Broker warrants the condition, size or square  
 389 footage of the Property, and neither is liable to BUYER or SELLER in any manner whatsoever for any  
 390 losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and  
 391 hold harmless said Brokers and their licensees from any losses, damages, claims, suits, and costs  
 392 arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers  
 393 shall not be liable for the performance by any provider of services or products recommended by Brokers.  
 394 Such recommendations are made as a courtesy. BUYER and SELLER may select their own providers  
 395 of services or products.

396 (C) **BUYER's Responsibility**: Repairs, replacements and treatments to the Property after date of closing or  
 397 BUYER's possession, whichever occurs first, will be BUYER's responsibility unless otherwise agreed in  
 398 writing.

399 15. **POSSESSION:**

400  BUYER will be given possession at closing  
 401  BUYER will be given possession within \_\_\_ days after closing at no rental cost to SELLER or as  
 402 otherwise set forth in paragraph 17 hereof.  
 403 If neither box is marked then BUYER will be given possession at closing.  
 404 If possession is to be delivered before or after closing, the BUYER and SELLER shall execute a  
 405 separate possession agreement prepared by legal counsel at possessor's expense at least 5 days before  
 406 closing on terms reasonably acceptable to BUYER and SELLER.  
 407 SELLER shall sweep the Property clean and remove all personal property not included in sale by time of  
 408 BUYER's possession.  
 409  SELLER represents that there are no parties in possession other than SELLER, or that any parties in  
 410 possession other than Seller shall vacate the Property before the date of closing.  
 411  BUYER understands that the Property is available for rent or rented and the tenant may continue in  
 412 possession following closing unless otherwise agreed in writing between the landlord and tenant. Within 5  
 413 days after date of acceptance of this Agreement, SELLER shall provide BUYER with a copy of all current  
 414 leases and rent rolls for the Property and deliver to BUYER originals of same at closing. At closing, all  
 415 tenant deposits will be transferred from SELLER to BUYER, and any leases shall be deemed to have been  
 416 assigned by SELLER to BUYER. This Agreement shall be deemed an assignment of any leases upon  
 417 closing, and the obligations thereunder assumed by BUYER.

418 16. **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the  
 419 date of the initial offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal,  
 420 ceiling fans, intercom, audio/visual system wiring, solar panels, light fixtures and bulbs, smoke detector(s),  
 421 bathroom mirrors, drapery hardware, all window treatments, garage door opener and controls, security gate  
 422 and other access devices, mailbox and mailbox key, if applicable; fence, plants and shrubbery, as now  
 423 installed on the Property, and those additional items checked below (to which no value has been assigned).

- |   |  |  |   |
|---|--|--|---|
| 424 <input checked="" type="checkbox"/> Refrigerator(s) | <input checked="" type="checkbox"/> Microwave Oven | <input checked="" type="checkbox"/> Pool fence/barrier | <input checked="" type="checkbox"/> Mounted/installed speakers      |
| 425 <input type="checkbox"/> Washer                     | <input type="checkbox"/> Window/wall a/c           | <input checked="" type="checkbox"/> Pool Sweep         | <input checked="" type="checkbox"/> Water softener/treatment system |
| 426 <input type="checkbox"/> Dryer                      | <input type="checkbox"/> Built-in Generator        | <input type="checkbox"/> Above Ground Pool             | <input type="checkbox"/> Storm shutters and panels                  |
| 427 <input checked="" type="checkbox"/> Gas logs        | <input checked="" type="checkbox"/> Wine cooler    | <input type="checkbox"/> Storage Shed                  | <input type="checkbox"/> Spa or hot tub with heater                 |
| 428 <input type="checkbox"/> Trash Compactor            |  |  |   |

429  Other (specify): THE FOLLOWING TV'S CONVEY WITH THE SALE: 2 IN PATIO AREA, ONE IN  
 430 MASTER BATH, ONE IN OFFICE/BEDROOM (ACROSS FROM POOL BATH), GUEST BATH BELOW  
 431 STAIRWAY IN HALL. REFRIGERATORS IN KITCHEN & BAR AREA BOTH CONVEYS WITH HOME.

432 Items specifically excluded from this Agreement:

433 \_\_\_\_\_  
 434 \_\_\_\_\_  
 435 \_\_\_\_\_

436 17. **ADDENDA/RIDERS/DISCLOSURES:**

437 If marked the following are attached hereto and made a part of this Agreement:  
 438  Seller's Property Disclosure  
 439  Condominium Rider  
 440  Homeowners' Association/Community Disclosure Addendum  
 441  Lead-Based Paint Disclosure For Residential Sales Addendum (for pre-1978 homes)  
 442  Continued Marketing Addendum  
 443  Coastal Construction Control Line Disclosure Addendum  
 444  Short Sale Addendum  
 445  USDA Financing Addendum  
 446  For Your Protection: Get a Home Inspection (for FHA Financing)  
 447  Counter Offer Addendum (To accept a counter offer, BUYER and SELLER must sign both this Agreement  
 448 and the Counter Offer Addendum.)  
 449  Other (Specify here) \_\_\_\_\_

450 **ADDITIONAL TERMS AND CONDITIONS:** \_\_\_\_\_  
 451 \_\_\_\_\_  
 452 \_\_\_\_\_  
 453 \_\_\_\_\_



454  
455  
456  
457  
458  
459  
460

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461 18. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge  
 462 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree  
 463 that the terms of this Agreement constitute the entire agreement between them and that they have not  
 464 received or relied on any representations by Brokers or any material regarding the Property including, but  
 465 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements  
 466 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.  
 467 Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be  
 468 bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be  
 469 executed and/or transmitted by electronic media, including facsimile and email. Headings are for reference  
 470 only and shall not be deemed to control interpretations. If any provision of this Agreement is or becomes  
 471 invalid or unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement  
 472 nor any memorandum hereof will be recorded in any public records. For emphasis, some provisions have  
 473 been bolded and or capitalized, but every provision in this Agreement is significant and should be reviewed  
 474 and understood. No provision should be ignored or disregarded because it is not in bold or otherwise  
 475 emphasized in some manner.

476 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good faith with  
 477 the other. Notice to the Broker for a party shall be deemed notice to that party. All assignable repair and treatment  
 478 contracts and warranties are deemed assigned by SELLER to BUYER at closing unless otherwise stated herein.  
 479 SELLER agrees to sign all documents necessary to accomplish same, at BUYER's expense, if any.

480 19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** As used in this Agreement, "days" means calendar  
 481 days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday or  
 482 federal holiday shall extend to the next day which is not a Saturday, Sunday or federal holiday. All  
 483 references to a date other than the date of acceptance shall end at 7:00 p.m. Eastern Time (ET).

484 20. **BUYER'S AND SELLER'S NOTICES:** BUYER and SELLER represent that they have not entered into any  
 485 other agreements with real estate brokers other than those named below with regard to the Property.  
 486 BUYER and SELLER give the Brokers authorization to advise surrounding neighbors who will be the new  
 487 owner of the Property. "Broker", as used in this Agreement, is deemed to include all of Broker's licensees  
 488 licensed to sell real property in the State of Florida.

489 21. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker may place escrow funds in an interest  
 490 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain any  
 491 interest earned as the cost associated with maintenance of said escrow.

492 22. **SOCIAL SECURITY OR TAX I.D. NUMBER:** BUYER and SELLER agree to provide their respective Social  
 493 Security or Tax I.D. number to closing attorney/settlement agent upon request.

494 23. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
 495 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
 496 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party shall  
 497 not incur any costs, fees or liability as a result of or in connection with the exchange.

498 24. **PAYOFF AUTHORIZATION:** SELLER hereby authorizes the closing attorney/settlement agent to obtain  
 499 mortgage payoff letters (including from foreclosure attorneys) and homeowner's and condominium  
 500 association status letters on behalf of SELLER.

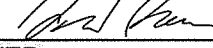
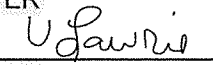
501 25. **FIRPTA TAX WITHHOLDING:** If any SELLER is a "foreign person" as defined by the Foreign Investment in  
 502 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER to  
 503 provide additional funds at closing. **SELLER agrees to disclose to the closing attorney/settlement  
 504 agent at least 10 days before closing if any SELLER is not a U.S. citizen or resident alien.**

505 26. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
 506 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING BY FAX AND  
 507 ELECTRONICALLY) ON OR BEFORE \_\_\_\_:01  A.M.  P.M. \_\_\_\_\_ (DATE), THIS OFFER WILL  
 508 TERMINATE. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE \_\_\_\_\_ HOURS  
 509 (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS DELIVERED.

510 27. **DATE OF ACCEPTANCE:** The date of acceptance of this Agreement shall be the date on which this  
 511 Agreement is last executed by BUYER and SELLER and a fully executed copy has been delivered to  
 512 BUYER and SELLER.

513 **If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

514 **WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies,**  
 515 **settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to**  
 516 **the account of the criminal. The emails look legitimate but they are not. Buyer and Seller are advised**  
 517 **not to wire any funds without personally speaking with the intended recipient of the wire to confirm**  
 518 **the routing number and the account number. Buyer and Seller should not send personal information**  
 519 **such as social security numbers, bank account numbers and credit card numbers except through**  
 520 **secured email or personal delivery to the intended recipient.**

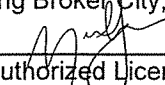
521	<u></u>	<u>9/30/17</u>	<u>Scott J. Terrazano</u>	<u>Sep 30, 2017</u>
522	BUYER	DATE	SELLER	DATE
523	<u></u>	<u>9/30/17</u>	<u>Julie D. Ferruggano</u>	<u>Sep 30, 2017</u>
524	BUYER	DATE	SELLER	DATE
525	_____	_____	_____	_____
526	BUYER	DATE	SELLER	DATE
527	_____	_____	_____	_____
528	BUYER	DATE	SELLER	DATE
529	<input type="checkbox"/> Mark if any SELLER is not a U.S. Citizen or resident alien.			

530 Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_  cash  check as the  
 531 binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending  
 532 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the  
 533 terms of this Agreement.

534 \_\_\_\_\_  
 535 Company By Title

**END OF PURCHASE AND SALE AGREEMENT**

536 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**  
 537 **12 above.**

538	<u>FIRST COAST SOTHEBY'S INTERNATIONAL REALTY</u>	<u>RE/MAX COASTAL REAL ESTATE</u>
539	Firm Name of Selling Broker	Firm Name of Listing Broker
540	<u>BK546880</u>	<u>CQ1000775</u>
541	Broker's State License ID (BK Real Estate Number)	Broker's State License ID (BK Real Estate Number)
542	<u>904-731-9770</u>	<u>904-285-5640</u>
543	Phone for Selling Broker	Phone for Listing Broker
544	<u>5233 SAN JOSE BLVD, #1</u>	<u>250 A1A NORTH, SUTE 500</u>
545	Selling Broker Office Address	Listing Broker Office Address
546	<u>JACKSONVILLE, FL 32207</u>	<u>PONTE VEDRA BEACH, FL 32092</u>
547	Selling Broker City, State, Zip Code	Listing Broker City, State, Zip Code
548	By: <u></u>	By: <u>Robert J. Burke</u>
549	Authorized Licensee Signature	Authorized Licensee Signature
550	<u>MARK TUTOR &amp; KATHIE GIBBS</u>	<u>ROBERT J. BURKE</u>
551	Printed Name of Licensee	Printed Name of Licensee
552	<u>MARK.TUTOR@SOTHEBYSREALTY.COM</u>	<u>BILLBOBBURKE@AOL.COM</u>
553	Email Address	Email Address
554	<u>904-614-8554</u>	<u>904-537-5380</u>
555	Phone for Selling Licensee	Phone for Listing Licensee
556	<u>SL3118415</u>	<u>SL3118415</u>
557	Licensee's State License ID	Licensee's State License ID
558	(BK or SL Real Estate Number)	(BK or SL Real Estate Number)



**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: 13032 HUNTLEY MANOR DR., JACKSONVILLE, FL 32224

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 JACKSONVILLE GOLF & COUNTRY CLUB  
(NAME OF COMMUNITY)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER'S ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE 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 \$ 310.00 PER LOT. 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 \_\_\_\_\_.
4. YOU MAY BE OBLIGATED TO PAY A CAPITAL CONTRIBUTION TO THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A.
5. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
6. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
7. 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 \$ 310 PER LOT. (THIS PARAGRAPH IS NOT FOR COMMUNITY DEVELOPMENT DISTRICT FEES OR REGULAR ASSOCIATION FEES.)
8. 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.
9. 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.
10. 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.

<u>[Signature]</u> BUYER	<u>9/28/17</u> DATE	<u>[Signature]</u> SELLER	<u>9/3/17</u> DATE
<u>[Signature]</u> BUYER	<u>9-28-17</u> DATE	<u>[Signature]</u> SELLER	<u>8/3/17</u> DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE



SELLER'S PROPERTY DISCLOSURE
COPYRIGHTED AND SUGGESTED FOR USE BY THE MEMBERS OF THE
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.

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.

SELLER Scott J. & JULIE D. TEAGAZZANO

Street Address 13032 HUNTLEY MANOR DRIVE

City JACKSONVILLE State FL Zip 32224

Year Built: 1995 Date SELLER purchased Property: 7/11/08

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

Do you currently occupy the Property? [X] Yes [ ] No

If not, when did you vacate the Property?

Is the Property tenant occupied? [ ] Yes [X] No

If yes, is there a written lease? [ ] Yes [X] 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:

- [X] Range Brand: GE
[X] Oven Brand: GE
[X] Dishwasher Brand: GE
[X] Disposal Brand: GE
[ ] Trash Compactor Brand:
[X] Ceiling Fans - Number of fans: 10
[ ] Intercom
[ ] Audio Visual System Wiring
[X] Light Fixtures
[X] Bathroom Mirrors
[X] Drapery Hardware
[ ] All Window Treatments
[X] Garage Door Opener(s) and Number of Control(s): 2 (2)
[ ] Security Gate and other Access Devices
[X] Pool Heater (Does NOT cover)
[ ] Storage Shed
[X] Mounted/Installed Speakers
[ ] TV Antennae/Satellite Dish
[X] Water Softener/Treatment System
[ ] Storm Shutters and Panels
[ ] Spa or Hot Tub with Heater
[ ] Sauna
[X] Built In Grill [ ] Gas Supply: [ ] Utility [X] Bottled/Tank
[X] Irrigation System [X] Full [ ] Partial
[X] Water Heater: (2) [X] Electric [ ] Gas [ ] Solar Brand:

- [X] Refrigerator Brand: LG
[X] Microwave Oven Brand: GE
[ ] Washer Brand:
[ ] Dryer Brand:
[X] Fireplace [X] Gas Logs [ ] Wood burning [ ] Electric
[X] Smoke Detectors
[X] Security System [X] Owned [ ] Leased
[ ] Window/Wall a/c(s) - Number of units:
[ ] Built In Generator
[X] Wine Cooler [ ] Built-in [X] Free Standing
[X] In-ground Pool
[ ] Above Ground Pool
[ ] Pool Fence/Barrier
[X] Pool Sweep
[ ] Solar Panels
[X] Individual Mail Box
[ ] Cluster Mail Box and Key - Box Number

**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: MARSH LAUNDRING PROPERTY MGMT.

Payee's address: 4200 MARSH LAUNDRING BLVD., SUITE 200, JAX., BEACH, FL 32250

Payee's phone number: (904) 273-3033

- Homeowners' Association fees and assessments are payable in the amount of \$ 310. per OM.
- 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?  Yes  No  Unknown
  - b. If yes, are you aware if any insurance claims were filed?  Yes  No
  - c. Have you made any additions, structural changes or other alterations to the Property?  Yes  No
- If yes, did you obtain all necessary permits?
- d. Was any of the work in violation of any building codes?  Yes  No
  - e. Were there any additions, structural changes or other alterations made to the Property by any previous owner?  Yes  No  Unknown
  - 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?  Yes  No
- If yes to any of these items, please explain: \_\_\_\_\_

7. ROOF-RELATED ITEMS

- a. What is the approximate age of the roof? 2 years  Unknown
  - b. Has the roof leaked during your ownership of the Property?  Yes  No
- If yes, what was done to correct the leak(s)? \_\_\_\_\_
- c. Has the roof been replaced or repaired during your ownership of the Property?  Yes  No
- If replaced or repaired, please provide the date and name of contractor \_\_\_\_\_ is there a transferable warranty?  Yes  No
- 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  Yes  No Type:  Gas  Electric  Solar
    - Pool Sweep  Yes  No
    - Spa/Hot Tub  Yes  No Type:  Gas  Electric
  - b. Have repairs ever been made to any item mentioned above?  Yes  No  Unknown
- If yes, please explain POOL SWEEP REPAIRED / POOL PUMP REPAIRED
- c. What type of pool/spa or hot tub chlorination system do you have? (salt or chlorine) CHLORINE
  - d. The pool/spa has the following safety features (as defined by Section 515, Florida Statutes):
    - Enclosure that meets the pool barrier requirements  Approved safety pool cover
    - Required door and window exit alarms  Required door locks

9. HEATING AND AIR CONDITIONING

- Please indicate existing equipment:
- a. Air Conditioning:  Central  Electric Brand Name: (3 units) Age WALK
  - b. Heating:  Central  Electric  Gas  Fuel Oil Brand Name: \_\_\_\_\_ Age \_\_\_\_\_
  - c. If heat pump, type: TRANE (2)
  - d. Air condenser age 1 year Air handler age 1 year
  - e. Window/Wall Unit (s) 2/1/1 Number and location of units included in sale: 12/1/1
  - f. Solar Heating:  Owned  Leased
  - g. Do you have any fuel storage tanks?  Yes  No
- If yes,  Underground  Above ground  Both
- h. Are you aware of any malfunction, condensation problem or defect regarding these items or ductwork since you have owned the Property?  Yes  No
- 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?  Yes  No
- If yes, please explain \_\_\_\_\_
- b. Are you aware of any attempts to control any water or dampness problems, including in any crawl spaces?  Yes  No
  - c. Are you aware of any insurance claims filed for water intrusion?  Yes  No
- 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? 2  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: SPA HEATER *PK VL*
- 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? PARSON'S PEST CONTROL 3/18  
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.

- 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? 2017  Yes  No
- d. Water/Sewer Provider: TEA  
Garbage Pick-up Provider: CITY OF JAX Gas/Fuel oil Provider: FLORIDA PUBLIC UTILITIES  
Electricity Provider: TEA
- 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.

[Signature] 8/3/17  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

[Signature] 8/3/17  
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.

[Signature] 9/28/17  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

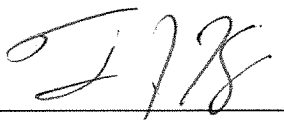
[Signature] 9-28-17  
BUYER DATE

\_\_\_\_\_  
BUYER DATE



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was furnished to Office of the United States Trustee, 400 W. Washington Street, Suite 1100, Orlando, FL 32801 and to all interested parties as listed on the attached matrix, by CM/ECF filing and/or U.S. Mail postage pre-paid, this 23rd day of October, 2017.

By:   
Taylor J. King

Label Matrix for local noticing  
113A-3  
Case 3:16-bk-02595-PMG  
Middle District of Florida  
Jacksonville  
Mon Oct 23 15:33:21 EDT 2017

Atlantic Coast Bank  
c/o Lisa C. Cohen  
4010 Newberry Rd.  
Suite G  
Gainesville, FL 32607-2368

Bayview Loan Servicing, LLC  
c/o Jason Weber  
200 East Broward Blvd. Suite 900  
Ft. Lauderdale, FL 33301-1815

CitiMortgage, Inc  
c/o Phelan Hallinan Diamond & Jones PLLC  
2727 West Cypress Creek Road  
Fort Lauderdale, FL 33309-1721

Nationstar Mortgage, LLC  
Aldridge Pite, LLP  
Fifteen Piedmont Center  
3575 Piedmont Road, N.E., Suite 500  
Atlanta, GA 30305-1636

Recovery Management Systems Corporation  
Attn Ramesh Singh  
25 SE 2nd Ave Ste 1120  
Miami, FL 33131-1605

Summer Haven Owners Association, Inc.  
c/o Jimerson & Cobb, P.A.  
One Independent Drive  
Suite 1400  
Jacksonville, FL 32202-5011

Synchrony Bank  
c/o PRA Receivables Management, LLC.  
PO Box 41021  
Norfolk, VA 23541-1021

THE BANK OF NEW YORK MELLON  
Robertson, Anschutz & Schneid, P.L.  
6409 Congress Avenue, Suite 100  
Boca Raton, FL 33487-2853

Scott J Terrazzano  
13032 Huntley Manor Dr.  
Jacksonville, FL 32224-8420

U.S. Bank National Association  
c/o Kevin L. Hing  
Shapiro, Fishman & Gache, LLP  
4630 Woodland Corporate Blvd.  
Suite 100  
Tampa, FL 33614-2429

AMERICAN EXPRESS BANK FSB  
C/O BECKETT AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

Accounts Receivable Mgt  
3400 Lakeside Drive  
Suite 505  
Miramar, FL 33027-3288

(p)AMERICAN HONDA FINANCE  
P O BOX 168088  
IRVING TX 75016-8088

(p)AMERICOLLECT INC  
PO BOX 2080  
MANITOWOC WI 54221-2080

Amex  
Correspondence  
Po Box 981540  
El Paso, TX 79998-1540

Amex  
Po Box 297871  
Fort Lauderdale, FL 33329-7871

Ashley Funding Services, LLC its successors  
assigns as assignee of Laboratory  
Corporation of America Holdings  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Atlantic Coast Bank  
10328 Deerwood Pk  
Jacksonville, FL 32256-7172

Atlantic Coast Bank  
505 Haines Avenue  
Waycross, GA 31501-2266

Atlantic Coast Bank  
RUFF & COHEN, P.A.  
4010 Newberry Road, Suite G  
Gainesville, Florida 32607-2368

Aurora Loan Services  
Attn: Bankruptcy  
10350 Park Meadows Dr  
Littleton, CO 80124-6800

Bank Of America  
Nc4-105-03-14  
Po Box 26012  
Greensboro, NC 27420-6012

Baptist Medical Center  
1350 13th Ave S.  
Jacksonville Beach, FL 32250-3203

Baptist Medical Center  
800 Prudential Dr.  
Jacksonville, FL 32207-8211

Barclays Bank Delaware  
Po Box 8801  
Wilmington, DE 19899-8801

Bayview Financial Loan  
Bankruptcy Dept  
4425 Ponce De Leon Blvd  
5th Fl  
Miami, FL 33146-1873

Bayview Loan Servicing, LLC  
4425 Ponce De Leon Blvd, 5th Floor  
Coral Gables, FL 33146-1837

Bayview Loan Servicing, LLC  
SIROTE & PERMUTT, P.C.  
200 East Broward Blvd. Suite 900  
Fort Lauderdale, Florida 33301-1815

Borland-Groover Clinic  
4800 Belfort Rd  
Jacksonville, FL 32256-6004

CIB  
100 Pearl St., Suite 203  
14th Floor  
Hartford, CT 06103-4506

Cancer Specialists  
7015 AC Skinner Parkway  
Jacksonville, FL 32256-6932

Capital One  
Po Box 30285  
Salt Lake City, UT 84130-0285

Capital One Bank (USA), N.A.  
PO Box 71083  
Charlotte, NC 28272-1083

Carespot  
13460 Beach Blvd.  
Unit 1  
Jacksonville, FL 32224-0290

Carrington Mortgage Service. Llc  
Po Box 3489  
Anaheim, CA 92803-3489

Chase  
Attn: Correspondence Dept  
Po Box 15298  
Wilmington, DE 19850-5298

Chase Card Services  
Attn: Correspondence Dept  
Po Box 15298  
Wilmington, DE 19850-5298

Chase Mtg  
Po Box 24696  
Columbus, OH 43224-0696

CitiMortgage Inc  
2727 West Cypress Creek Road  
Ft Lauderdale, FL 33309-1721

CitiMortgage, Inc as Servicer for Bank of Ne  
P.O.Box 6030  
Sioux Falls, SD 57117-6030

CitiMortgage, Inc.  
Robertson, Anschutz & Schneid, P.L.  
Authorized Agent for Secured Creditor  
6409 Congress Ave., Suite 100  
Boca Raton, FL 33487-2853

Citibank/Best Buy  
Centralized Bankruptcy/CitiCorp Credit S  
Po Box 790040  
St Louis, MO 63179-0040

Citimortgage Inc  
Attn: Bankruptcy  
Po Box 6423  
Sioux Falls, SD 57117

Community FirstCu  
Attn:Bankruptcy  
Po Box 2304  
Jacksonville, FL 32203-2304

Compass Bk  
Attn:Bankruptcy  
Po Box 10566  
Birmingham, AL 35296-0001

Discover Financial  
Po Box 3025  
New Albany, OH 43054-3025

Duval County Tax Collector  
231 Forsyth St. #130  
Jacksonville FL 32202-3380

(p) US BANK  
PO BOX 5229  
CINCINNATI OH 45201-5229

Estes Air  
1954 Southside Blvd  
Jacksonville, FL 32216-1930

Everhome Mortgage Co/Ever Bank  
Attn: Bankruptcy Department  
301 West Bay Street  
Jacksonville, FL 32202-5184

First Premier Bank  
3820 N. Louise Ave.  
Sioux Falls, SD 57107-0145

Flagstar Bank  
Attention: Bankruptcy Department  
5151 Corporate Dr  
Troy, MI 48098-2639

Florida Dept. of Revenue  
Bankruptcy Unit  
P.O. Box 6668  
Tallahassee, FL 32314-6668

Fst Premier  
601 S Minneapolis Ave  
Sioux Falls, SD 57104

Hsbc/comp  
Attention: HSBC Retail Services  
Po Box 5264  
Carol Stream, IL 60197-5264

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

JEA  
21 W. Church St  
Jacksonville, FL 32202-3158

Jax Elect  
21 W Church St  
Jacksonville, FL 32202-3155

Kingdom Management  
12620 Beach Blvd #301  
Jacksonville, FL 32246-7131

LabCorp  
PO Box 2240  
Burlington, NC 27216-2240

Lisa C. Cohen  
a/f Atlantic Coast Bank  
4010 Newberry Rd., Ste. G  
Gainesville, FL 32607-2368

MBB Radiology  
3599 University Blvd. S.  
Bldg 300  
Jacksonville, FL 32216-4251

Marvin Floyd Realty  
1825 North 3rd Street  
Jacksonville Beach, FL 32250-4839

Nationstar Mortgage LLC  
8950 Cypress Waters Blvd  
Coppell, TX 75019-4620

PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Premier Bankcard, Llc  
c o Jefferson Capital Systems LLC  
Po Box 7999  
Saint Cloud Mn 56302-7999

Sandy Terrazzano  
1208 North 10th Street  
Jacksonville Beach, FL 32250-3608

Secretary of the Treasury  
15th & Pennsylvania Ave., NW  
Washington, DC 20220-0001

Signature Realty & Mgt  
4003 Hartley Road  
Jacksonville, FL 32257-6410

Southpoint Anesthesia  
6094 14th St. W.  
Suite 161  
Bradenton, FL 34207-4104

Specialized Loan Servicing/SLS  
Attn: Bankruptcy  
Po Box 636005  
Littleton, CO 80163-6005

Synchrony Financial  
c/o Recovery Management Systems Corp.  
25 SE 2nd Ave, Suite 1120  
Miami, FL 33131-1605

Target  
C/O Financial & Retail Services  
Mailstop BT PO Box 9475  
Minneapolis, MN 55440-9475

The Bank of New York Mellon  
ATTN: Bankruptcy Dept  
PO Box 619094  
Dallas, Texas 75261-9094

The Bank of New York Mellon  
f/k/a The Bank of New York  
c/o Robertson, Anschutz & Schneid, P.L.  
6409 Congress Ave., Suite 100  
Boca Raton FL 33487-2853

The Bank of New York Mellon F/K/A  
The Bank of New York  
Nationstar Mortgage LLC  
ATTN: Bankruptcy Dept  
PO BOX 619094  
Dallas, TX 75261-9094

U.S. Bank National Association  
Nationstar Mortgage LLC  
PO Box 619096  
Dallas TX 75261-9096

U.S. Bank, N.A.  
c/o Kevin Hing  
4630 Woodland Corporate Blvd., Ste. 100  
Tampa, FL 33614-2429

U.S. Securities & Exchange Commission  
Office of Reorganization  
950 East Paces Ferry Road, N.E.  
Suite 900  
Atlanta, GA 30326-1382

US Trustee  
400 W. Washington St  
Suite 1100  
Orlando, FL 32801-2440

Unifund Ccr Llc  
10625 Techwoods Ci  
Cincinnati, OH 45242-2846

Unifund Llc  
10625 Techwoods Circle Llc  
Cincinnati, OH 45242-2846

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Jacksonville, FL 32202-4204

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Ruff & Cohen PA  
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Gainesville, FL 32607-2368

United States Trustee - JAX 11 +  
Office of the United States Trustee  
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400 West Washington Street, Suite 1100  
Orlando, FL 32801-2210

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Jacksonville, FL 32211-6860

Jason A Weber +  
Sirote and Permutt, P.C.  
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Ft Lauderdale, FL 33301-1815

Stefan Noah Beuge +  
Phelan & Hallinan PLC  
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Ft. Lauderdale, FL 33309-1721

Scott E Bomkamp +  
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Suite 1100  
Orlando, FL 32801-2440

Christopher P Salamone +  
Robertson, Anschutz & Schneid, P.L.  
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Boca Raton, FL 33487-2853

Hans Wahl +  
Jimerson & Cobb, P.A.  
One Independent Drive, Suite 1400  
Jacksonville, FL 32202-5011

Can Guner +  
Robertson, Anshutz & Schneid  
6409 Congress Avenue  
Boca Raton, FL 33487-2853

Wanda D Murray +  
Aldridge Pite, LLP  
Fifteen Piedmont Center  
3575 Piedmont Road, N.E., Suite 500  
Atlanta, GA 30305-1636

Note: Entries with a '+' at the end of the name have an email address on file in CMECF

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

American Honda Finance  
Po Box 168088  
Irving, TX 75016

Americollect Inc  
Po Box 1566  
Manitowoc, WI 54221

Elan Financial Service  
Po Box 108  
Saint Louis, MO 63166

Portfolio Recovery  
Po Box 41067  
Norfolk, VA 23541

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Paul M. Glenn  
Jacksonville

(d)Baptist Medical Center  
800 Prudential Drive  
Jacksonville, FL 32207-8211

(d)Flagstar Bank  
Attn: Bankruptcy Dept  
5151 Corporate Dr  
Troy, MI 48098-2639

(d)Nationstar Mortgage, LLC  
ALDRIDGE PITE, LLP  
Fifteen Piedmont Center  
3575 Piedmont Road, N.E., Suite 500  
Atlanta, GA 30305-1636

(d)Summer Haven Owners' Association, Inc.  
c/o Jimerson & Cobb, P.A.  
One Independent Drive, Suite 1400  
Jacksonville, FL 32202-5011

(d)Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

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