



**Smith &
Associates**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Rhonda M. Ficco

AUCTION LOCATION – Online at www.UCSmithAuctions.HiBid.com

AUCTION DATE – Thursday, March 20th, 2025 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Brad Smith (Broker) of United Country Smith & Associates located at 934 East Wade St., Trenton, FL 32693 (352-463-7770) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1) +/- 0.19 AC; Parcel ID: 17E-18S-30-0010-00000-0940

Address: 11810 W Sunnybrook Ct., Crystal River, FL 34429

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, March 20th, 2025 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (352) 463-7770 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Christie Sharp Reed at (352) 507-2556 or by email at bradsmith@ucsmith.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with United Country Smith & Associates at (352) 463-7770 or Real Estate Broker Brad Smith at (352) 221-5257.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Smith & Associates** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Title of the Nature Coast LLC no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, May 5th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 1.5% (of the High Bid Price) is offered to FL State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to bradsmith@ucsmith.com. If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, United Country | Smith & Associates must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 1.5% (of High Bid Price) is offered to a cooperating FL State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Brad Smith – United Country Smith & Associates
Owner & Real Estate Broker
934 East Wade St.,
Trenton, FL 32693
bradsmith@ucsmith.com

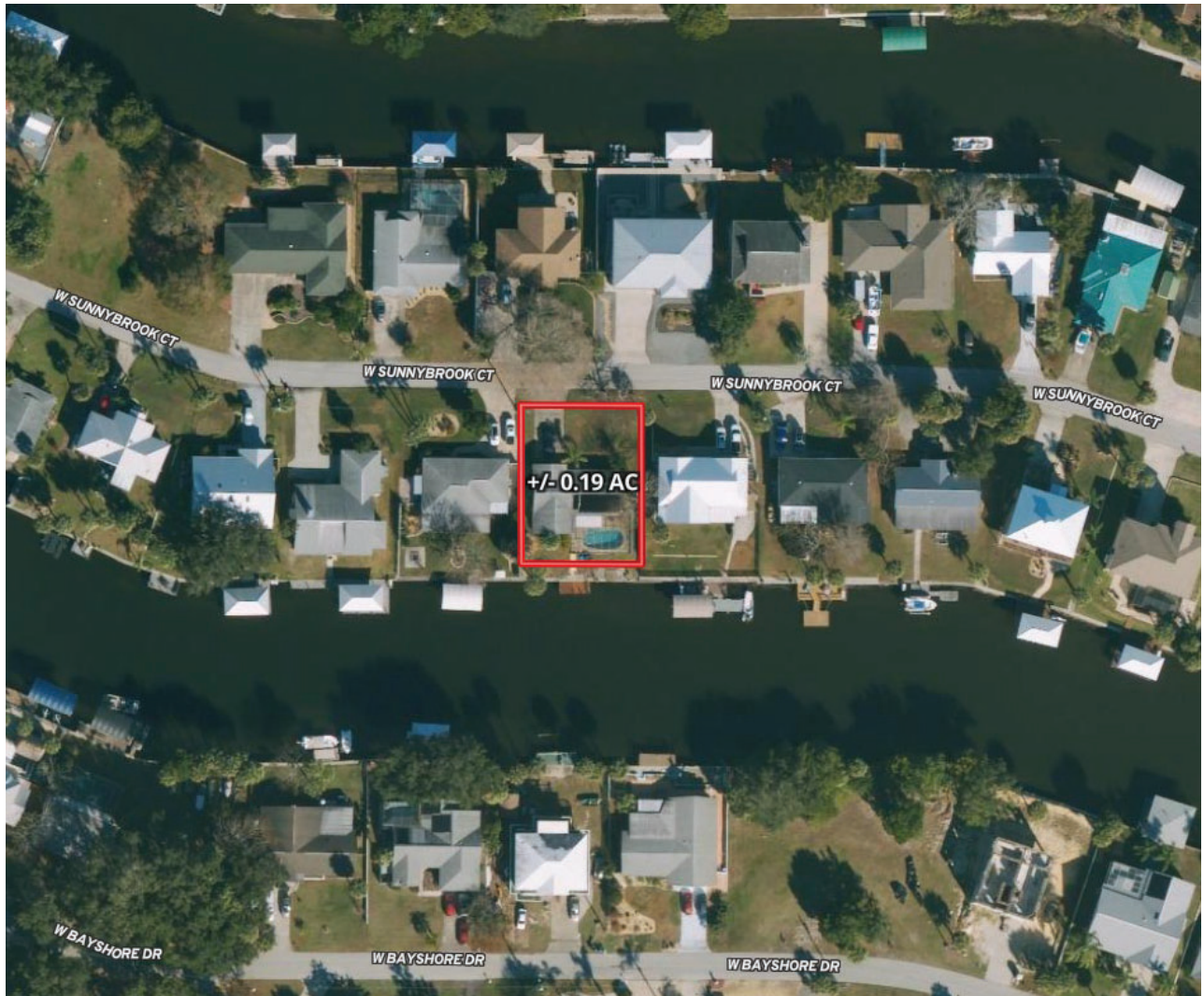
Individual State License #'s

Florida Real Estate Broker License #	BK550985
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Firm State License #'s

Florida Real Estate Firm License #	BO2007205
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Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

National Flood Hazard Layer FIRMMette



82°38'10"W 28°53'8"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/5/2025 at 8:17 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Neighborhood

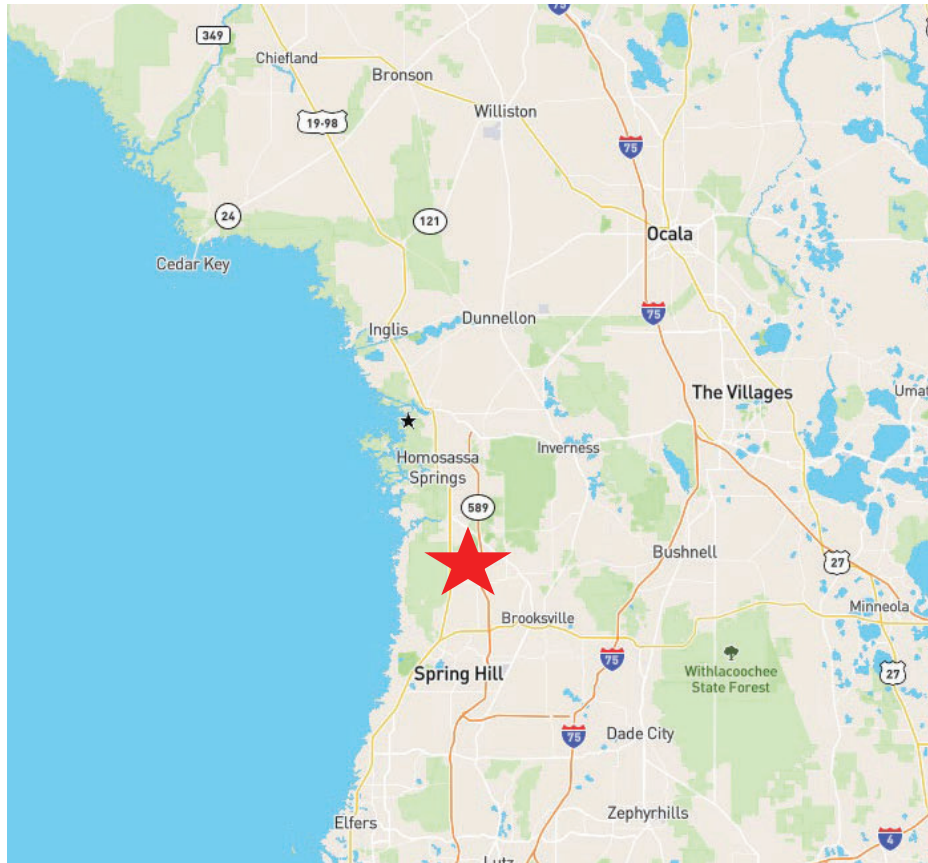
11810 W Sunnybrook Ct.,
Crystal River, FL 34429





Location

11810 W Sunnybrook Ct.,
Crystal River, FL 34429

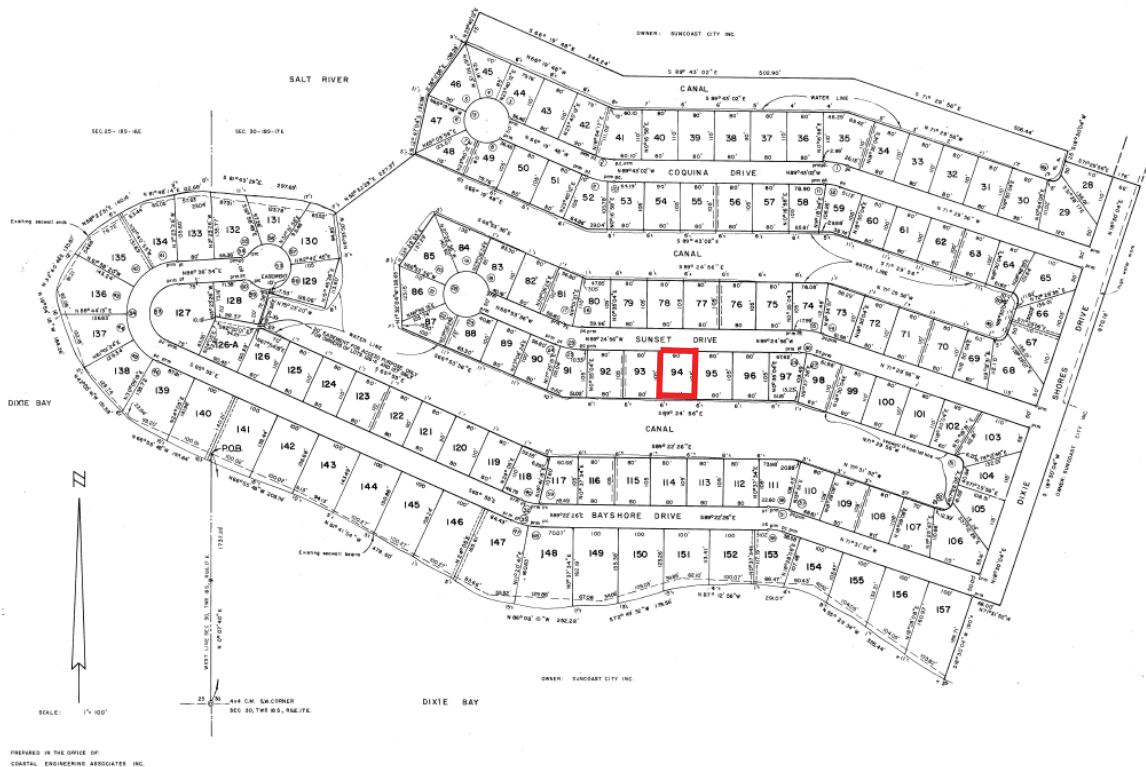




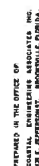
Survey

Auction Services

BEING A SUBDIVISION OF PART OF SEC. 25, TWP. 18S., RGE. 16E., & PART OF SEC. 30, TWP. 18S., RGE. 17E.,
CITRUS COUNTY, FLORIDA



BEING A SUBDIVISION OF PART OF SEC. 25, TWP. 18 S., RGE. 16 E.,
PART OF SEC. 30, TWP. 18 S., RGE. 17 E.,
CITRUS COUNTY, FLORIDA



No.	DATE		SAVA	CASH	CASH ON HAND	TIME	DAYS WEL
	MO	DAY					
1	2	3	4	5	6	7	8
2	4	5	6	7	8	9	10
3	6	7	8	9	10	11	12
4	8	9	10	11	12	13	14
5	10	11	12	13	14	15	16
6	12	13	14	15	16	17	18
7	14	15	16	17	18	19	20
8	16	17	18	19	20	21	22
9	18	19	20	21	22	23	24
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185	370	371	372	373	374	375	376
186	372	373	374	375	376	377	378
187	374	375	376	377	378	379	380
188	376	377	378				

NOTES
 Mr. PLUMMER REFLECTS NOTHING

PO = POINT OF CURSTURE
PT = POINT OF TANGENCY

MRG - POINT D' REVERSE CULTURE

CONVEYANCES, EASEMENTS FOR

LOT LINE EASEMENT

SHEET 3 OF 2

PIAT R₂

3

MEET 3 ON 3

PIAT Back 5 pg 9

Summary

Legal

Land & Agriculture

Residential

Commercial

Misc Improvements

Values

Sketch

Photos

Permits

Quick Links

Map

Pictometry

Altkey: 1954371
FICCO RHONDA MParcel ID: 17E18S300010 0940
11810 W SUNNYBROOK CT , CRYSTAL RIVER

1 of 2

Return to Search Results
My Tax Year: 2025 ▼

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	0100 - SINGLE FAMILY
Bldg Counts	Res 1 / MH 0 / Comm 0
Nbhd	2251 - DIXIE SHORES AREA
Tax District	0000 - COASTAL RIVERS BASIN
Subdivision	000636 - DIXIE SHORES UNIT 1 REPLAT
Short Legal	DIXIE SHORES UNIT 1 REPLAT PB 5 PG 8 LOT 94
Est. Parcel Sqft	8,400
Est. Parcel Acres	.19
Map SC-TW-RG	30-18S-17E

Recording Activity Notification (RAN) system [WORRIED ABOUT PROPERTY FRAUD?](#)

Mailing Address

Name	FICCO RHONDA M
Mailing Address	11810 W SUNNYBROOK CT CRYSTAL RIVER FL 34429

Actions

[Neighborhood Sales](#)
[Printable Summary](#)
[Printable Version](#)

Reports

[Attribute Export](#)
[Mailing List](#)
[Property Record Card](#)
[Original Trim Notice](#)

Go

Links

[Search Help](#)

All Owners

Name	Owner Type
FICCO RHONDA M	PI - Possessory Interest
WACHOB JAMES E	O - Owner

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Cap Savings	Tax Estimate	Tax Link
2024	\$126,400	\$263,400	\$389,800	\$389,800	\$0	\$389,800	\$0	\$5,964.79	Link
2023	\$100,000	\$258,400	\$358,400	\$358,400	\$0	\$358,400	\$0	\$5,550.62	Link

Tax Estimate upon sale of the property (no assessment capping or exemptions)

Year	Tax Dist	District Name	Market Value	Millage Rate	Tax Estimate
2024	0000	COASTAL RIVERS BASIN	\$389,800	14.8306	\$5,964.81

Buyer Beware!

Property taxes may be affected with change in ownership. When buying real estate property, you should not assume that property taxes will remain the same. Whenever there is a change in ownership, the assessed value of the property may reset to full market value, which could result in higher property taxes. Please use our tax estimator to approximate your new property taxes. Homestead exemptions and agricultural classifications are not transferable to the new owner. You must apply for your own exemptions and agricultural classifications.

Special Assessments

Project #	Description	Amount
0012	DIXIE SHORES	\$19.00
0030	SOLID WASTE, RESID IMPRVD	\$27.00
0131	FIRE SERVICES ASSESSMENT	\$79.00
0154	STORMWATER	\$58.84

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
09/30/2019	\$100	3010/2279	03-SAME FAMILY/DEED FOL	I
04/01/2014	\$162,500	2618/1453	12-CONTRACT/AGREEMENT DEED	I
03/01/2008	\$250,000	2205/1883	00-WARRANTY DEED	I
06/01/2004	\$269,000	1734/1561	00-WARRANTY DEED	I
08/01/1999	\$110,000	1318/1941	00-WARRANTY DEED	I
01/01/1988	\$83,000	0768/0155	00-WARRANTY DEED	I
03/01/1980	\$18,000	0554/0993	00-WARRANTY DEED	V
02/01/1980	\$6,000	0552/0447	13-FROM DEVELOPERS	V

DISCLAIMER

Sales do not generally appear in database until approximately 8 to 10 weeks after the recording date. If a recent sale does not show up in this list, please allow more time for the sale record to be

processed.

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
05/02/2018	201804587	HVAC CHANGE OUT *** NOC N/A *** FLOOD ZONE AE, PRE-FIRM STRUCTURE, ELEVATION VER	\$3,500	
10/24/2016	201610066	STORM DAMAGE REPAIR -2016- HURRICANE HERMINE - DRYWALL INSULATION TEXTURE PAINT,	\$37,400	
01/18/2011	201100365	REROOF TEAR OFF & REPLACE SHINGLES****NOC IN OLP F	\$5,680	
03/04/2009	200901243	REPLACE GARAGE DOOR -- NO NOC REQ	\$859	
03/01/1983	35791	POOL ENCLOSURE	\$3,000	03/01/1984
02/01/1983	35270	POOL	\$12,000	03/01/1984
04/01/1981	28292	RES 53 X 42	\$23,614	08/01/1981

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	0104-SFR CANAL FRONT F-FRONT FOOT		80.00	80.0	105				CLR

Residential

Bldg Number	1
Class	R1 - RESIDENTIAL SINGLE FAMILY
Year Built	1981
Total FLA	1,380
Total Under Roof	1,764
Exterior Wall	32 - CONCRETE BLOCK STUCCO
Foundation	3 - CONT. FOOTING-AVG.
HVAC	109 - HEAT PUMP
Stories	1
Floor System	01 - CONC. SLAB
Roof Frame	01 - GABLE
Roof Cover	09 - CUSTOM FIBERGLASS
Fuel	1 - ELECTRIC
Bedrooms/Full Baths/Half Baths	2/2/
Addl Fixtures	
FPL: Stacks/Openings	/
RCN	
RCNLD	

Additions to Base Area

Building	Description	Year Built	Area
1	MAIN BULDING	1981	1,380
1	GARAGE FINISHED	1981	360
1	OPEN PORCH FIN	1981	24

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	SWIMMING POOL CONCRETE-[1-SF]	1983	27	14	1	378	
1	2	SCREEN ENCLOSURE ALUMINUM-[1-SF]	1983	40	28	1	1,120	
1	3	SEA WALL REINFORCED CONCRETE-[2-LINEAL]	1987			1	79	
1	4	BOAT DOCK AVERAGE WOOD-[1-SF]	1986	8	20	1	160	
1	5	BLT MOTOR-[3-UNIT]	2004			2	1	
1	6	CONCRETE PATIO NO FOOTER-[1-SF]	2013	6	40	1	240	
1	7	BOAT DOCK AVERAGE WOOD-[1-SF]	2013			1	88	

Total Misc Value

JANICE A. WARREN C.F.C.
CITRUS COUNTY TAX COLLECTOR

2024 Paid Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
1954371	CL-0011088	0000

FICCO RHONDA M
WACHOB JAMES E
11810 W SUNNYBROOK CT
CRYSTAL RIVER, FL 34429

11810 W SUNNYBROOK CT
DIXIE SHORES UNIT 1 REPLAT PB 5 PG 8 LOT 94

Scan to pay



Exemptions:

MAILING ADDRESS: 210 N. APOPKA AVE., SUITE 100 • INVERNESS, FL 34450-4298 • (352) 341-6500

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	MILLAGE RATE	TAXES LEVIED
General County	389,800	0	389,800	6.9898	2,724.62
Transportation Trust	389,800	0	389,800	0.9860	384.34
Health Department	389,800	0	389,800	0.0564	21.98
Library	389,800	0	389,800	0.3147	122.67
Fire District	389,800	0	389,800	0.0000	0.00
Stormwater	389,800	0	389,800	0.0000	0.00
Fire Rescue EMS	389,800	0	389,800	0.5780	225.30
Law Enforcement	389,800	0	389,800	0.0000	0.00
Schools Local Req'd Effort	389,800	0	389,800	3.0960	1,206.82
Schools Capital Outlay	389,800	0	389,800	1.5000	584.70
Schools Discretionary	389,800	0	389,800	0.7480	291.57
SWFWMD General	389,800	0	389,800	0.1909	74.41
Mosquito Control	389,800	0	389,800	0.3708	144.54
TOTAL				14.8306	\$5,780.95

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
047 Dixie Shores Lighting	19.00	19.00
067 Solid Waste MSBU	27.00	27.00
131 Fire Services		79.00
154 Stormwater		58.84
NON-AD VALOREM ASSESSMENTS		\$183.84

COMBINED TAXES AND ASSESSMENTS		\$5,964.79	See reverse side for important information.		
If Postmarked By	Nov 30, 2024				
Please Pay	\$0.00				

JANICE A. WARREN C.F.C.
CITRUS COUNTY TAX COLLECTOR

2024 Paid Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
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PG 8 LOT 94

MAILING ADDRESS: 210 N. APOPKA AVE., SUITE 100 • INVERNESS, FL 34450-4298 • (352) 341-6500

If Postmarked By	Nov 30, 2024				
Please Pay	\$0.00				

RETAIN THIS PORTION FOR YOUR RECORDS.
WALK-IN CUSTOMERS,
PLEASE BRING FOR RECEIPT.

DO NOT WRITE ON BOTTOM PORTION

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

After recording return to:
Amrock
662 Woodward Avenue
Detroit Michigan 48226

Real Estate Tax ID Number: 1954371

This document was prepared by Michael P. Bell
1390 Piccard Drive, Suite 300B, Rockville, MD 20850
without benefit of title examination and no
legal advice was requested or provided.

QUIT CLAIM DEED

66157131-5169876

3435548148

THIS QUIT CLAIM DEED, made this 30TH day of SEPT, 2019, between Glenn Ficco, a single man and Rhonda M. Ficco, a single woman who took title as husband and wife, whose post office address(es) is/are 919 South East Mayo Drive, Crystal River, Florida 34429 and 11810 W Sunnybrook Ct., Crystal River, Florida 34429, as party or parties of the first part, "Grantor", and Rhonda M. Ficco, a single woman, whose post office address(es) is/are 11810 W Sunnybrook Ct., Crystal River, Florida 34429, as party or parties of the second part, "Grantee":

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors, and assigns corporations, trust and trustees.)

W I T N E S S E T H, that said grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee,

the receipt whereof is hereby acknowledged, and has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Citrus County, Florida** to-wit:

SEE ATTACHED EXHIBIT "A" AND INCORPORATED HEREIN.

PROPERTY ADDRESS: 11810 W Sunnybrook Ct., Crystal River, Florida 34429

Subject to current taxes easements, restrictions and reservations of record.

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said Grantor(s) has/have signed and sealed these presents, together or in counterpart, the day, month and year first above written.

(SIGNATURE PAGE(S) TO FOLLOW)

Glenn Ficco (SEAL)
Glenn Ficco

Barbara Sayres
Witness #1 Signature

Barbara Sayres
Witness #1 Printed Name

Matthew White
Witness #2 Signature

Matthew White
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY CITRUS, to wit:

The foregoing instrument was acknowledged before me this 9-30-19 (date) by **Glenn Ficco**, ~~who is personally known to me or~~ who has produced ADRIERS LICENCE (type of identification) as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara Sayres
Notary Public
Name: Barbara Sayres
Commission Expiration Date: 4-28-20



 (SEAL)
Rhonda M. Ficco


Witness #1 Signature

Barbara Sayres

Witness #1 Printed Name


Witness #2 Signature

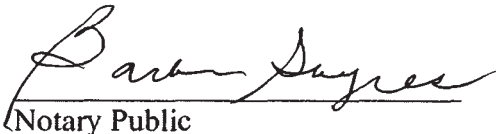
Matthew White
Witness #2 Printed Name

STATE OF FLORIDA

COUNTY CITRUS, to wit:

The foregoing instrument was acknowledged before me this 9-30-19 (date) by **Rhonda M. Ficco**, who is personally known to me or who has produced A DRIVERS LICENSE (type of identification) as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

Name:

Barbara Sayres

Commission Expiration Date: 4-28-20



EXHIBIT A

Legal Description:

Land situated in the County of Citrus in the State of FL

**LOT 94 OF REPLAT OF DIXIE SHORES UNIT NO. ONE, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 8 AND 9, OF
THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.**

Parcel Identification Number: 1954371

Commonly Known As: 11810 W Sunnybrook Ct., Crystal River, Florida 34429

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 1954371

Land situated in the County of Citrus in the State of FL

LOT 94 OF REPLAT OF DIXIE SHORES UNIT NO. ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 5, PAGES 8 AND 9, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

Commonly known as: 11810 W Sunnybrook Ct, Crystal River, FL 34429-9241

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR
INFORMATIONAL PURPOSES

Date	Arriving by date	Type	Confirmation code	Booking date	Start date	End date	Nights	Guest	Listing	Amount	Paid out	Service fee	Fast pay fee	Cleaning fee	Pet fee	Gross earnings	Occupancy taxes
10/21/2024	10/29/2024	Payout									378.44						
10/21/2024		Cancellation	HM2W8M2YT8	07/08/24	10/12/24	10/19/24	7	Cheryl	Coral Reef Cot	378.44		0	0		0	0	0
10/18/2024	10/25/2024	Payout									135.85						
10/18/2024		Cancellation	HM2W8M2YT8	07/08/24	10/12/24	10/19/24	7	Cheryl	Coral Reef Cot	-378.44		0	0		0	0	0
9/7/2024	9/13/2024	Payout									630.5						
9/7/2024		Reservation	HM5ADE2ZKY	07/30/24	09/06/24	09/09/24	3	Ben Levin	Coral Reef Cot	630.5		19.5		125	0	650	71.5
8/31/2024	9/6/2024	Payout									994.25						
8/31/2024		Reservation	HM3KKX8P8W	04/27/24	08/30/24	09/03/24	4	Javier Diaz	Coral Reef Cot	994.25		30.75		125	0	1025	112.75
8/21/2024	8/28/2024	Payout									1018.5						
8/21/2024		Reservation	HMHCSPCRQW	06/25/24	08/20/24	08/25/24	5	Marsha Mccal	Coral Reef Cot	1018.5		31.5		125	50	1050	115.5
8/11/2024	8/16/2024	Payout									1605.35						
8/11/2024		Reservation	HMHM3W8P3W	04/12/24	08/10/24	08/18/24	8	Alison Taylor	Coral Reef Cot	1605.35		49.65		125	0	1655	182.05
7/26/2024	8/2/2024	Payout									776						
7/26/2024		Reservation	HMFPSW35D	03/20/24	07/25/24	07/28/24	3	Ryan Bastien	Coral Reef Cot	776		24		125	0	800	88
7/23/2024	7/31/2024	Payout									1209.59						
7/23/2024		Reservation	HM8RW85DXZ	07/19/24	07/22/24	07/25/24	3	Tami Treece	Coral Reef Cot	776		24		125	0	800	88
7/19/2024	7/26/2024	Payout									1352.18						
7/19/2024		Reservation	HMHRS5TPP9	05/03/24	07/18/24	07/22/24	4	Monica Smith	Coral Reef Cot	1042.75		32.25		125	50	1075	118.25
7/12/2024	7/19/2024	Payout									218.25						
7/12/2024		Reservation	HMSBENS8RP	04/08/24	07/11/24	07/16/24	5	Chelsea Hoffm	Coral Reef Cot	218.25		6.75		0	0	225	24.75
7/12/2024	7/19/2024	Payout									994.25						
7/12/2024		Reservation	HMSBENS8RP	04/08/24	07/11/24	07/16/24	5	Chelsea Hoffm	Coral Reef Cot	994.25		30.75		125	0	1025	112.75
7/9/2024	7/16/2024	Payout									776						
7/9/2024		Reservation	HMXDNBERZ4	06/24/24	07/08/24	07/11/24	3	Lucero Moroti	Coral Reef Cot	776		24		125	0	800	88
7/4/2024	7/11/2024	Payout									1352.18						
7/4/2024		Reservation	HMFBC52I5	03/06/24	07/03/24	07/07/24	4	Austin Beswic	Coral Reef Cot	1042.75		32.25		125	50	1075	118.25
7/1/2024	7/8/2024	Payout									776						
7/1/2024		Reservation	HMWDCM8DM	06/06/24	06/30/24	07/03/24	3	Vernon Goney	Coral Reef Cot	776		24		125	0	800	88
6/28/2024	7/5/2024	Payout									630.5						
6/28/2024		Reservation	HMBKEAFF4J	06/04/24	06/27/24	06/30/24	3	Storm Wittenl	Coral Reef Cot	630.5		19.5		125	0	650	71.5
6/20/2024	6/27/2024	Payout									848.75						
6/20/2024		Reservation	HMY8AADKNZ	06/17/24	06/19/24	06/23/24	4	Robert Buchm	Coral Reef Cot	848.75		26.25		125	50	875	96.25
6/15/2024	6/21/2024	Payout									455.9						
6/15/2024		Reservation	HMCRCPEPNQ	05/28/24	06/14/24	06/16/24	2	Teri Dunsmon	Coral Reef Cot	455.9		14.1		70	50	470	51.7
6/9/2024	6/14/2024	Payout									630.5						
6/9/2024		Reservation	HM4FM5TJPW	05/24/24	06/07/24	06/10/24	3	Liana Torres-1	Coral Reef Cot	630.5		19.5		125	0	650	71.5
6/2/2024	6/7/2024	Payout									455.9						
6/2/2024		Reservation	HM4DDW348X	05/26/24	06/01/24	06/03/24	2	Angela Fernal	Coral Reef Cot	455.9		14.1		70	50	470	51.7
5/31/2024	6/7/2024	Payout									50						
5/31/2024		Resolution P	HMQHBN5YDA		05/24/24	05/27/24	3	Raymond Len	Coral Reef Cot	50						50	
5/25/2024	5/31/2024	Payout									674.15						

5/25/2024		Reservation	HMQHBN5YDA	04/26/24	05/24/24	05/27/24	3	Raymond Leri	Coral Reef Cot	674.15		20.85		125	0	695	76.45
5/17/2024	5/24/2024	Payout									722.65						
5/17/2024		Reservation	HMCK5M3QNN	05/06/24	05/16/24	05/19/24	3	Marsha Mcca	Coral Reef Cot	722.65		22.35		125	50	745	81.95
5/3/2024	5/10/2024	Payout									906.95						
5/3/2024		Reservation	HMB48RN4WR	04/14/24	05/02/24	05/06/24	4	Gina Davis	Coral Reef Cot	906.95		28.05		125	50	935	102.85
4/27/2024	5/3/2024	Payout									417.1						
4/27/2024		Reservation	HMRZKQ3KR3	04/26/24	04/26/24	04/28/24	2	Jon Collett	Coral Reef Cot	417.1		12.9		70	0	430	47.3
4/16/2024	4/23/2024	Payout									994.25						
4/16/2024		Reservation	HMI2YS8XRY	04/02/24	04/15/24	04/20/24	5	Jolene Davis	Coral Reef Cot	994.25		30.75		125	0	1025	112.75
4/7/2024	4/12/2024	Payout									1488.34						
4/7/2024		Reservation	HMNPR5WYRH	03/13/24	04/06/24	04/13/24	7	David Haun	Coral Reef Cot	1488.34		45.41		125	50	1513.75	166.51
4/3/2024	4/10/2024	Payout									786.67						
4/3/2024		Reservation	HMFHKKF8FC	04/02/24	04/02/24	04/04/24	2	Jason Callaha	Coral Reef Cot	557.75		17.25		125	0	575	63.25
3/30/2024	4/5/2024	Payout									824.5						
3/30/2024		Reservation	HM34AWEYMP	03/12/24	03/29/24	04/01/24	3	Dovey Foote	Coral Reef Cot	824.5		25.5		125	50	850	93.5
3/25/2024	4/1/2024	Payout									776						
3/25/2024		Reservation	HMEZF95F8Z	03/21/24	03/24/24	03/27/24	3	Cody Clagg	Coral Reef Cot	776		24		125	0	800	88
3/17/2024	3/22/2024	Payout									2055.19						
3/17/2024		Reservation	HMT52E3CD8	03/05/24	03/16/24	03/23/24	7	Jason Myers	Coral Reef Cot	1488.34		45.41		125	50	1513.75	166.51
										22532.18	24914.69	695.32	0	3085	550	23227.5	

**2024 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL
REPORT**

DOCUMENT# 733358

Entity Name: DIXIE SHORES PROPERTY OWNERS ASSOCIATION, INC.

Current Principal Place of Business:

11852 W SUNNYBROOK CT
CRYSTAL RIVER, FL 34429

Current Mailing Address:

11852 W SUNNYBROOK CT
CRYSTAL RIVER, FL 34429 US

FEI Number: 59-2480765

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

RILEY, ALAN N
11852 W SUNNYBROOK CT
CRYSTAL RIVER, FL 34429 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ALAN N RILEY

05/28/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title TREASURER

Name BLOUSE, SANTA

Address 11852 W SUNNYBROOK CT

City-State-Zip: CRYSTAL RIVER FL 34429

Title PRESIDENT

Name RILEY, ALAN

Address 11852 W. SUNNYBROOK CT

City-State-Zip: CRYSTAL RIVER FL 34429

Title SECRETARY

Name NIXON, VICKI

Address 11765 W. SUNNYBROOK CT

City-State-Zip: CRYSTAL RIVER FL 34429

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALAN N RILEY

PRESIDENT

05/28/2024

Electronic Signature of Signing Officer/Director Detail

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

DIXIE SHORES PROPERTY OWNERS ASSOCIATION, INC.

Filing Information

Document Number 733358
FEI/EIN Number 59-2480765
Date Filed 07/22/1975
State FL
Status ACTIVE

Principal Address

11852 W Sunnybrook Ct
CRYSTAL RIVER, FL 34429

Changed: 04/07/2024

Mailing Address

11852 W Sunnybrook Ct
CRYSTAL RIVER, FL 34429

Changed: 04/07/2024

Registered Agent Name & Address

Riley, Alan N
11852 W Sunnybrook Ct
CRYSTAL RIVER, FL 34429

Name Changed: 04/07/2024

Address Changed: 04/07/2024

Officer/Director Detail

Name & Address

Title Treasurer

Blouse, Santa
11852 W Sunnybrook Ct
CRYSTAL RIVER, FL 34429

Title President

Riley, Alan
11852 W. Sunnybrook Ct
Crystal River, FL 34429

Title Secretary

Nixon, Vicki
11765 W. Sunnybrook Ct
Crystal River, FL 34429

Annual Reports

Report Year	Filed Date
2023	01/29/2023
2024	04/07/2024
2024	05/28/2024

Document Images

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RESTRICTIONS AND RESERVATIONS FOR DIXIE SHORES, UNIT 1, SUBDIVISION
CITRUS COUNTY, FLORIDA

INDEXED

The Declaration of Restrictions and Reservations of DIXIE SHORES, UNIT 1 SUBDIVISION, hereinbelow described, is made this 18 day of July 1969, by ROBERT E. HOLLANDER, Executive Vice President, and FRANCIS B. MCCRAY, Secretary of SUNCOAST CITY, INC., a Florida corporation, the developers of the lands covered by this declaration and described as follows:

All lots in DIXIE SHORES SUBDIVISION, Unit 1; said lots and subdivision being numbered and designated in accordance with the plat of said subdivision as the same appears of record in Plat Book 4, pages 102 and 103 and re-recorded in Plat Book 5, pages 8 and 9 of the Public Records of Citrus County, Florida.

FILED & RECORDED
CITRUS COUNTY
JUL 24 PM 1
1969

FILE NO. 065379

The purpose of this Declaration of Restrictions and Reservations is to heighten the enjoyment of the above described property by preventing the construction of unsightly structures and preventing offensive and obnoxious uses of said lots which are capable of causing the surrounding parcels of property to deteriorate in value. The property therefore, as hereinabove described, may be used for the purposes set forth below and these Restrictions and Reservations are placed thereon and are covenants with the land to-wit:

The terms hereinafter used in this instrument shall be defined as follows:
Grantor: Suncoast City, Inc.

Lot: The parcels of land into which the property was divided, as shown by a plat of the subdivision.

Structure: Any construction not otherwise specifically described and including parts and additions to buildings, walls, fences, docks and piers, as well as walks and driveways.

1. This property shall be owned, occupied and used for residential purposes only and there shall not be erected any building or structure other than a one family dwelling together with attached garage, carport, servant's quarters or boat houses to be used by the family and guest occupants of said dwelling only.
2. Lots 1 through 126A and 128: No dwelling shall be erected or maintained on the said premises, exclusive of garage, carport, breezeway or porch, with an area of less than nine hundred (900) square feet per lot.
3. Lots 127 and 129 through 157: No dwelling shall be erected or maintained on the said premises, exclusive of garage, carport, breezeway or porch, with an area of less than eleven hundred (1100) square feet per lot.
4. No structure or building shall be constructed on any lot until plans and specifications have been approved by the Grantor. Such approval shall be granted or denied within a period of seven days after receipt by the Grantor of plans and specifications; shall not be unreasonably withheld and for which there shall be no charge. However, approval may be withheld on purely esthetic, architectural, design or structural grounds. Structures must be completed within six months from the start of construction.
5. No obnoxious signs or any commercial business or activities shall be carried on upon any lot. The Grantor shall have the right to grant in writing to certain persons permission to use a certain part of their residence for professional offices provided, however, that nothing shall be done thereon which shall constitute or become an annoyance or nuisance to the neighborhood.
6. No temporary building, shack, house trailer or mobile residence shall be permitted on any lot, provided, however, that temporary buildings, storage sheds, contractor's offices or other non permanent type buildings pertinent to the construction shall be permitted during the construction period, which shall not exceed six months.
7. No fence or wall of any kind, over four feet in height, shall be erected on or around any lot except where such wall or fence forms an integral part of the house design.

8. No rubbish or refuse of any character shall be thrown upon or permitted to remain upon any lot. All vacant lots shall be kept free of accumulation of brush, trash and weeds and the Grantor reserves the right to enter upon said lot and clear away such accumulation and recover the cost of so doing from the owner.
9. No animals other than commonly accepted domestic pets shall be kept on any lot.
10. No building shall be erected nearer than thirty feet to the front line of said premises or nearer than twenty-five feet to the rear line thereof or nearer than twenty feet of any side street or nearer than ten feet to the side line thereof. In cases of single ownership of more than one lot, this restriction shall apply to the parcel owned as a whole. Structures shall be limited to a height of 36 feet above mean sea level.
11. The easements and rights of way shown on the recorded plat of this subdivision are expressly reserved to the Grantor, its successors and assigns forever for the construction, installation and maintenance of utilities, such as electric or gas lines, drains, water supply lines, sewage lines, telephone lines, or the like, necessary or desirable for public health and safety.
12. Use and occupancy of the premises shall be subject to zoning, building, health, sewage disposal and sanitation regulations and laws of the State of Florida and all Governmental agencies having jurisdiction thereof.
13. No dock, pier, piling or other mooring shall be constructed extending into or over the water more than ten feet beyond the lot line.
14. Boats shall not be anchored offshore in canals and waterways to the end that navigations will be impeded but shall be moored or anchored as close to the present water line, seawall, dock or landing as safety allows.
15. Prior to the start of building construction on any lot a seawall of approved design and erected by the Grantor shall be built.

The foregoing restrictions, reservations, easements and covenants shall apply to the premises herein described until the 1st day of January, 1993, and no longer, subject meanwhile to the right of the Grantor and a majority of record lot owners to date of said development to modify the same as may be deemed desirable.

Invalidation of any restriction herein set forth by order of any court shall in no wise affect any other restriction but all other restrictions shall remain in full force and effect.

In the event the Grantee or any person claiming under him, shall violate or attempt to violate any restriction herein contained, the Grantor or any owner of the adjacent property may have the right to recover damages at law for such violation or to restrain such violation in equity and in either event the said Grantee or any person claiming under him, shall pay all the cost of such proceeding, including a reasonable attorney's fee for the plaintiff's attorney.

IN WITNESS WHEREOF, the said SUNCOAST CITY, INC., a Florida corporation has caused these presents to be signed in its name by its Executive Vice President and Secretary and its corporate seal affixed, the day and year hereinabove written.

SUNCOAST CITY, INC.

Robert E. Hollander (Seal)

By: Robert E. Hollander,
Executive Vice President

THIS INSTRUMENT prepared by
Betty Downing of Suncoast City
Crystal River, Florida

ATTEST:

Francis B. McCray (Seal)
Francis B. McCray,
Secretary.

STATE OF FLORIDA
COUNTY OF CITRUS

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, ROBERT E. HOLLANDER, Executive Vice President and FRANCIS B. MCCRAY, Secretary of SUNCOAST CITY, INC., a Florida corporation, to me known to be the persons described in and who acknowledged before me that they executed the same freely and voluntarily for the purposes expressed.

WITNESS my hand and official seal at Crystal River, County of Citrus, State of Florida, this day of July A.D. 1969.

Betty Downing
James R. Butler
Witness

BOOK 249 PAGE 716

Betty Downing
Notary Public, State of Florida at Large
My Commission Expires Nov. 29, 1972
Bonded By American Fidelity & Guaranty Co.



Citrus County Building Division

Substantial Damage Determination Letter

TO: FICCO RHONDA M

ADDRESS: 11810 W SUNNYBROOK CT, CRYSTAL RIVER, FL 34429 (ALTKEY: 1954371)

DATE: NOVEMBER 27, 2024

The Citrus County Department of Growth Management conducted a substantial damage assessment on October 18, 2024 for the primary structure located at 11810 W Sunnybrook Ct (Parcel ID: 1718300010000000940). The assessment was required due to potential storm damage from Hurricane Helene on September 27, 2024.

Upon review of the assessment, we have determined:

- The property is located in the Special Flood Hazard Area. The flood zone is CAZ, with a Base flood Elevation of 13.0 feet and a Design Flood Elevation of 14.0 feet (FIRM Panel: 12017C0170E, Datum: NAVD88, Effective: January 15, 2021).

The building's fair market value, derived from the Property Appraiser's current tax roll with a 20% fair market value increase, is \$289,972.80.

- The allowable amount for repairs is \$144,986.40 (FEMA's 50% rule, Substantial Damage, Substantial Improvement, Citrus County Code of Ordinances, Chapter 18, Section 197 (d)).

Based on our assessment, we have determined the required repairs to return the building to pre-damaged conditions would meet or exceed

- the 50% amount of \$144,986.40, deeming the building Substantially Damaged as per Citrus County Code of Ordinances, Chapter 18, Section 197 (d).

Therefore, in accordance with Citrus County Code of Ordinances, Chapter 18, Section 197 (d), we have determined that the assessed repair cost exceeds the 50% allowable amount of \$144,986.40. Based on the building's fair market value in comparison to the assessed repair cost, the structure is substantially damaged.

This determination is based on a comparison of the assessed repair cost to restore the building to its pre-damaged conditions. When the cost of the repairs equals or exceeds 50% of the pre-damaged, structural market value, the damages are considered Substantial Damage.

As a result of this determination, the structure must be brought into compliance with the current Floodplain Regulations of Citrus County and the State of Florida. This structure should not be repaired to pre-flood conditions and must be demolished, elevated to compliance height (Design Flood Elevation), or relocated.

There are several aspects that must be addressed to achieve compliance based on the damage determination. The most important requirement is that the lowest floor, as defined in the regulations and code, or lowest supporting structural member (lowest floor joist), must be elevated to or above the Design Flood Elevation (DFE) determined by the Base Flood Elevation (BFE) on the Flood Insurance Rate Map (FIRM). As Citrus County is a participating community in the National Flood Insurance Program's Community Rating System (NFIP's CRS), we require a higher elevation, which is the DFE or a foot above the BFE. You will want to contact a Florida Licensed General Contractor and or a Florida Licensed Design Professional (architect or engineer) for clarification and ways to bring the existing structure into compliance.

You must submit a permit application with compliance specifications or provide detailed cost estimates and breakdowns to show that the required repairs do not constitute Substantial Damage. Note that floodplain compliance is one aspect of the permitting process and that additional requirements may also need to be met.

Please submit a permit application along with all applicable plans and specifications that incorporate compliance measures. Unpermitted reconstruction activities are subject to citations, fines, legal action, and future permit applications being withheld from issuance.

Thank you,

Department of Growth Management

3600 W Sovereign Path, Lecanto, FL 34461

(352) 527-5310

flood@citrusbocc.com, permit@citrusbocc.com

"AS IS" Residential Contract For Sale And Purchase

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

1* **PARTIES:** _____ **Rhonda M Ficco** _____ ("Seller"),
2* and _____ ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

7* (a) Street address, city, zip: **11810 W Sunnybrook Ct** **Crystal River** **34429**

8* (b) Located in: **Citrus** County, Florida. Property Tax ID #: **17E-18S-30-0010-00000-0940**

9* (c) Real Property: The legal description is **Lot 94 of Replat of Dixie Shores Unit No. 1 according to the plat**
10 **thereof as recorded in plat book 5, pgs 8 & 9 of the public records of Citrus County FL**

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 by other terms of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
17 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
18 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
19 keys, and storm shutters/storm protection items and hardware ("Personal Property").

20 Other Personal Property items included in this purchase are: _____

21* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

22 (e) The following items are excluded from the purchase: _____

23
24* **PURCHASE PRICE AND CLOSING**

25
26 **2. PURCHASE PRICE** (U.S. currency): _____ \$ _____

27* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ **5,000.00**

28* The initial deposit made payable and delivered to "Escrow Agent" named below

29 **(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank,

30* then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)

31 SHALL BE DEEMED SELECTED.

32 Escrow Agent Name: _____

33* Address: _____ Phone: _____

34* Email: _____ Fax: _____

35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
36* days after Effective Date \$ _____

37* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.

39* (d) Other: \$ _____

40* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41 transfer or other Collected funds (See STANDARD S) \$ _____

42* **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

43 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
44 _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
45* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
46 the counter-offer is delivered.

47 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
48 initialed and delivered this offer or final counter-offer ("Effective Date").

49 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
50 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
51 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of
52

this Contract, the Closing shall occur on May 5, 2025 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").
- (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$_____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is 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 your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **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.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract **(Check if applicable):**

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|------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County
Special Taxing District
Disclosure |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> DD. Seasonal/Vacation
Rentals |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers
Broker Compensation |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> GG. Sellers Agreement with
Respect to Buyers Broker
Compensation |
| <input type="checkbox"/> H. Homeowners'/Flood Ins | <input type="checkbox"/> V. Sale of Buyer's Property | <input type="checkbox"/> Other: AUCTION ADDENDUM |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> W. Back-up Contract | TO PURCHASE & |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> X. Kick-out Clause | SALES CONTRACT |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> Y. Seller's Attorney Approval | |
| <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> Z. Buyer's Attorney Approval | |
| <input type="checkbox"/> M. Defective Drywall | | |
| <input type="checkbox"/> N. Coastal Construction
Control Line | | |

588 * 20. ADDITIONAL TERMS: Property is being sold as-is not subject to financing or inspection. 10% Buyer
589 Premium of \$ has been added to the final bid price of \$ to arrive at the final
590 contract price of \$.
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606 COUNTER-OFFER

607 * ☐ Seller counters Buyer's offer.

608 [The remainder of this page is intentionally left blank.
609 This Contract continues with Line 610 on Page 13 of 13.]

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: **Rhonda M Ficco** Date: _____

Buyer's address for purposes of notice Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any Listing Sales Associate

Cooperating Broker, if any **UNITED COUNTRY Smith & Associates Inc.**

Listing Broker

Auction Addendum to Purchase and Sale Contract

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between Rhonda M Ficco (Seller) and _____ (Buyer) concerning the Property located at 11810 W Sunnybrook Ct, Crystal River, FL 34429.

1. **Buyer Premium:** Buyer shall pay 10.000 % of the high bid price (hereinafter "Buyer Premium"). The Buyer Premium is in addition to the final high bid price and will be paid to the Auctioneer. The contract price is the high bid price plus the Buyer Premium.
2. **Financing:** Buyer will pay cash for the Property with **no** financing contingency.
3. **Closing Costs and Fees:** The parties will pay the following costs and fees:

Recording fees for the deed	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Satisfaction of mortgage and recording fees	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Documentary stamp taxes on the deed	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Owner's title policy	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Title search	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Tax search fee	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
4. **Property Inspection and Repair:** The inspection, repair and walk-through provisions of the Contract are deleted. **Buyer** agrees to accept the Property in "as is" condition. Unless agreed otherwise by **Buyer** and **Seller**, **Buyer** may perform only a visual inspection of the Property prior to the auction. **Seller** shall not be liable to make any repairs. If **Seller** has a copy of a home inspection report on the Property, **Seller** shall furnish **Buyer** with such copy within five days after Effective Date. **Buyer** shall not have a right to cancel the Contract pursuant to the results of the home inspection. **Seller** shall maintain the Property in the same condition from Effective Date until Closing except for normal wear and tear.

This addendum amends the above-referenced Contract between **Seller** and **Buyer**. All other non-conflicting provisions of that agreement remain in full force and effect.

SELLER Rhonda M Ficco	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE

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: _____
11810 W. Sunnybrook Ct., Crystal River, FL34429 (the "Property")

The Property is ☐ owner occupied ☐ tenant occupied ☒ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? 4 Months)

	Yes	No	Don't Know
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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does your lender require flood insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input checked="" type="checkbox"/>	<input 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 (RR) (_____) and **Buyer** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4.

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	Yes	No	Don't Know
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
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 <u>11</u> years OR date installed <u>Curry</u>			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input checked="" 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: _____	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input checked="" 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 type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input 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: _____			

Seller RR (____) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4.

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	<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.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.			
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			
(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: _____			

9. Environmental			
(a) Was the Property built before 1978?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(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 Property Assessed Clean Energy (PACE) assessment per Section 163.08, 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"/>

Seller (RR) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 4.

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	Yes	No	Don't Know
(f) Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Are there any zoning restrictions affecting improvements or replacement of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(j) Are any improvements located below the base flood elevation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(k) Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(l) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(m) Are there any active permits on the Property that have not been closed by a final inspection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____			
(p) Is the Property located in a historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(q) Is the Seller aware of any restrictions as a result of being located in a historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(r) Are there any active or pending applications or permits with a governing body over the historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(s) Are there any violations of the rules applying to properties in a historic district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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: Rhonda Rauch / _____ Date: 02/13/2025
 (signature) (print)

Seller: _____ / _____ Date: _____
 (signature) (print)

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

Buyer: _____ / _____ Date: _____
 (signature) (print)

Buyer: _____ / _____ Date: _____
 (signature) (print)

Seller (RR) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 4.

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, Rhonda M. Ficco, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 11810 W. Sunnybrook Ct., Crystal River, FL34429

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 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.
- (2) Seller ☒ has ☐ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) 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: Rhonda Rauch

Date: 02/13/2025

Seller: _____

Date: _____

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