

**“AS-IS” ATTACHMENT II**

62 **VII. RESTRICTIONS; EASEMENTS; LIMITATIONS:** Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise  
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record  
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
67\* addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_  
68\* \_\_\_\_\_ purpose(s).

69 **VIII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
70 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to “AS IS” Standard  
71 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
72 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

73 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
74 visions of this Contract in conflict with them.

75\* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer  may assign and thereby be released from any further liability under this Contract;  may  
76\* assign but not be released from liability under this Contract; or  may not assign this Contract.

77 **XI. DISCLOSURES:**  
78 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body (“public body” does not include a  
79 Condominium or Homeowners’ Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,  
80\* as of Closing, shall be paid as follows:  by Seller at closing  by Buyer (if left blank, then Seller at Closing). If the amount of any  
81 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the  
82 last estimate or assessment for the improvement by the public body.

83 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
84 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
85 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

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

88 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

89 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

90 (f) If Seller is a “foreign person” as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

91 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS’ ASSOCIA-  
92 TION/COMMUNITY DISCLOSURE.**

93 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER’S CURRENT PROPERTY TAXES AS THE AMOUNT  
94 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-  
95 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
96 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER’S OFFICE FOR INFORMATION.**

97 **XII. MAXIMUM REPAIR COSTS: DELETED**  
98\* **XIII. HOME WARRANTY:**  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
99\* at a cost not to exceed \$\_\_\_\_\_.

100\* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have \_\_\_\_\_ days from Effective Date (“Inspection Period”) within  
101 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
102 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
103 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;  
104 and (c) if Buyer determines, in Buyer’s sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract  
105 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely  
106 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of  
107 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel  
108 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,  
109 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements  
110 required by Buyer’s lender.

111 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES:** CHECK those riders which are applicable AND are attached to and made part of this Contract:  
112\*  CONDOMINIUM  VA/FHA  HOMEOWNERS’ ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE  
113\*  INSULATION  EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)  Other Comprehensive Rider Provisions  Addenda  
114\* Special Clause(s): \_\_\_\_\_

115\* \_\_\_\_\_  
116\* \_\_\_\_\_  
117\* \_\_\_\_\_  
118\* \_\_\_\_\_  
119\* \_\_\_\_\_  
120\* \_\_\_\_\_  
121\* \_\_\_\_\_  
122\* \_\_\_\_\_  
123\* \_\_\_\_\_  
124\* \_\_\_\_\_  
125\* \_\_\_\_\_

126 **XVI. “AS IS” STANDARDS FOR REAL ESTATE TRANSACTIONS (“AS IS” Standards):** Buyer and Seller acknowledge receipt of a copy  
127 of “AS IS” Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.