Owner's Property Disclosure Statement

OWNER(S) NAME(S): Paul Lazarus III Judith D Lazarus
PROPERTY ADDRESS: 1419 TRILLO AVE, CORAL GABLES, FL 33146
DATE HOME BUILT: 1977
DATE OWNER PURCHASED PROPERTY: January 1, 2004
PROPERTY IS PRESENTLY: ☒ Occupied by Owner ☐ Rented ☐ Vacant.
IF LEASED, is the lease ☐ Written ☐ Oral. Termination date of lease is: _____

The information Disclosed Is Given To The Best Of Owner's Knowledge

NOTICE TO THE BUYER/TENANT AND OWNER: In Florida, an Owner is obligated to disclose to a Buyer/Tenant all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Owner in complying with the disclosure requirements under Florida Law and to assist the Buyer/Tenant in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at the above-referenced address. It is not a warranty of any kind by the Owner or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Owner's knowledge of property condition. This disclosure is not intended to be a part of any contract for sale and purchase or lease agreement. Real estate agents and other parties involved in the transaction rely upon and may refer to this information when they evaluate, market, or present Owner's property to prospective Buyer/Tenants.

INSTRUCTIONS TO THE OWNER: (1) Complete this form yourself; (2) review prior disclosure statement(s) and/or inspection report(s) when completing this form; (3) describe conditions affecting property to the best of your knowledge; (4) attach additional pages with your signature if additional space is required; (5) answer all questions; (6) if you have no knowledge regarding the specific matter, then "UNKNOWN" should be indicated, and (7) if any items do not apply, write "N/A" (Not Applicable).

The following representations are made by the Owner(s) and are not representations of any real estate licensees:

1. CLAIMS & ASSESSMENTS:

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, tax liens, charges, or unpaid assessments (including homeowner's association, condo maintenance fees, proposed increases in assessments and/or maintenance fees) affecting the property? ☒ NO ☐ YES If "Yes", please explain: _____

b. Have any local, state or federal authorities notified you that repairs, alterations or corrections of the property are required? ☒ NO ☐ YES If "Yes", please explain: _____

2. PROPERTY USE/DEED RESTRICTIONS AND HOMEOWNER/CONDO ASSOCIATION:

a. Are you aware of any Homeowner Association, Condo Association, deed restrictions, covenants, or reservations that may affect the use, future resale or value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

b. Are you aware of any proposed changes that affect or may affect the use, future resale or value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

3. STRUCTURE-RELATED ITEMS:

a. Are you aware of any structural damage which may have resulted from events including, but not limited to: fire, wind, hurricanes, flood, hail, lightening, landslide, blasting, shifting in the foundation, and/or spalling? ☒ NO ☐ YES

b. Are you aware of any past or present cracks or flaws in the walls, floors or foundations? ☒ NO ☐ YES

c. Are you aware of any past or present problems with driveways, walkways, patios, porches, seawalls, pools, or retaining walls on the property? ☒ NO ☐ YES

d. Are you aware of any past or present water leaks, water accumulation or dampness within the house, basement, crawl space or attic? ☒ NO ☐ YES

If any of your answers in this section are "Yes", please explain: _____

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Prepared by: Ashley Cusack | EWM Realty International | ashley@ashleycusack.com |
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4. PROPERTY-RELATED ITEMS:

a. Have you ever had the property surveyed? ☐ NO ☒ YES

b. Is there an existing elevation certificate? ☒ NO ☐ YES

c. The Flood Zone is: N/A. The Base Flood Elevation (BFE) is: N/A.

d. Are you aware of any walls, driveways, fences, structures or other features shared in common with adjoining landowners, or any encroachments, boundary line disputes, setback violations or easements (other than utility or drainage easements) affecting the property? ☒ NO ☐ YES If "Yes". Please explain: _____

e. Do you have an existing flood insurance policy? ☒ NO ☐ YES

5. TERMITES, DRY ROT, PESTS, WOOD DESTORYING ORGANISMS:

a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting property? ☒ NO ☐ YES

b. Do you have any knowledge of any damage to the property caused by termites, dry rot, pests or wood destroying organisms? ☒ NO ☐ YES

c. Have you ever had the property inspected for termites, dry rot, pests or wood destroying organisms? ☐ NO ☒ YES If "Yes", Date of Inspection: 5-13-2011

d. Has the property been treated for termites, dry rot, pests or wood destroying organisms? ☐ NO ☒ YES

If "Yes", please indicate Date of Treatment 5-06-2010 Type of Treatment Vikaine

Company Name: _____

e. Is your property currently under warranty or other coverage by a licensed pest control company? ☒ NO ☐ YES

If "Yes", Company Name: _____

If any of your answers in this section are "Yes", please explain: _____

6. PERMITS:

a. Are you aware of any improvements, modifications or additions to the property, whether by you or by others, that have been constructed in violation of applicable building codes or without necessary permits? ☒ NO ☐ YES

b. Are you aware of any open permits, (i.e., active or expired permits) on the property which have not been closed by a final inspection? ☒ NO ☐ YES

If any of your answers in this section are "Yes", please explain: _____

7. ROOF-RELATED ITEMS:

a. Approximate age of roof: 10 - 1/2 YEARS

b. Have you replaced the roof? ☒ NO ☐ YES If "Yes", when?: _____

c. Is there a warranty on the roof? ☒ NO ☐ YES If "Yes" is the warranty transferable? ☐ NO ☐ YES

Name of Company: _____

d. Has the roof ever leaked since you've owned the property? ☒ NO ☐ YES If "Yes", what has been done to correct the leaks? _____. Date of repair(s): _____

e. Has the roof been inspected within the last 12 months? ☒ NO ☐ YES If "Yes", please explain: _____

8. PLUMBING-RELATED ITEMS:

a What is your drinking water source? ☒ Public ☐ Private Well ☐ Other _____

b. If your drinking water is from a well or other source, when was your water last checked for safety and what were the results of the tests? N/A

c. What is the water source for your sprinkler system? N/A

d. Do you have a water conditioning system? ☒ NO ☐ YES If "Yes" is it ☐ LEASED? or ☐ OWNED?

e. What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Cesspool

When was the septic tank/cesspool last serviced? 2005

f. Are any storage tanks stored or buried on the property? ☒ NO ☐ YES If "Yes", where? _____

g. Do you know of any leaks, backups, breaks, or other problems relating to any of the plumbing, water, sewage/septic system or sprinkler system? ☒ NO ☐ YES If "Yes", please explain: _____

_____

9. ELECTRICAL SYSTEMS:

a. Does Property have: Circuit breakers? ☐ NO ☒ YES Fuses? ☐ NO ☐ YES

b. Are you aware of any damaged, dangerous, malfunctioning or un-permitted switches, receptacles, circuits, fans, lights, fuses or wiring? ☒ NO ☐ YES

c. Are you aware of any conditions that materially affect the value or operating capacity of the electrical system? ☒ NO ☐ YES If any of your answers to the section are "Yes", please explain: _____

_____

10. POOL/HOT TUBS/SPAS:

a. Does the property have a swimming pool? ☒ NO ☐ YES Hot Tub? ☐ NO ☐ YES Spa? ☐ NO ☐ YES
If "Yes", was the certificate of completion received after October1, 2000 for the pool/hot tub/spa? ☐ NO ☐ YES

b. Are there any problems in need of repair to the pool, pool lines, pool-related equipment, hot tub, and/or spa? ☐ NO ☐ YES

c. Are there any electrical problems with the pool, pool related equipment, hot tub and/or spa? ☐ NO ☐ YES

d. Do the following Pool Safety features (as defined by Chapter 515, Florida Statutes.) comply with the law: Enclosure meeting barrier requirements? ☐ NO ☐ YES Approved Safety Pool Cover? ☐ NO ☐ YES

Required door and window exit alarms? ☐ NO ☐ YES Required door/gate locks? ☐ NO ☐ YES If any of your answers in this section are "No", please explain: _____

_____

11. MAJOR APPLIANCES AND EQUIPMENT:

a. Are there existing problems with the appliances and/or equipment in the home, including the sprinkler system and security system? ☒ NO ☐ YES If "Yes", please explain: _____

b. Are there service contracts or warranties on appliances and/or equipment? ☒ NO ☐ YES If "Yes", please explain:

_____

Are any of these gas appliances? ☒ NO ☐ YES Lawn Sprinkler System? ☒ NO ☐ YES Is there a timer? ☒ NO ☐ YES
Garage door openers? ☐ NO ☒ YES Hurricane Shutters? ☐ NO ☐ YES

Other items included in this sale: _____

12. HEATING AND AIR CONDITIONING:

a. Is the air conditioning ☒ Central? or ☐ Window? Number of units? _____

b. How old is the air conditioner? upstairs - 4-2011 downstairs 6-6-12

c. Are you aware of any defects and/or any malfunctioning, circulation, electrical, cooling, leakage, overheating, or condensation problems pertaining to the air conditioning/heating since you have owned the property? ☒ NO ☐ YES

If "Yes", please explain: _____

13. DOCKS/DAVITS/PIERS AND SEAWALLS:

a. Are you aware of any conditions that may affect the desirability, use or function of the dock, davits or pier or seawall?

☐ NO ☐ YES If "Yes", please explain: _____

b. Was a federal, state or local government permit required for the construction or maintenance of the dock, davits, pier, or seawall? ☐ NO ☐ YES ☐ UNKNOWN If "Yes", were all appropriate permits and approvals issued for the construction and maintenance of such structures? ☐ NO ☐ YES ☐ UNKNOWN If "No", please explain: _____

_____

14. MOLD AND TOXIC SUBSTANCES:

a. Are you aware of any past or present instances of mold or water/moisture intrusion in the structure(s) on the property?

☒ NO ☐ YES If "Yes", please explain: _____

b. Are you aware of any past or present damage to the structure(s) on the property that resulted from water/moisture intrusion, including, but not limited to, the presence of mold? ☒ NO ☐ YES If "yes", please explain: _____

_____

c. Are you aware of any underground tanks or toxic substances present on the property (structure or spill) such as asbestos, PCB's, accumulated radon, lead paint, chinese/defective drywall, above ground or buried oil or gas tanks, or others?
☒ NO ☐ YES
If "Yes", please explain: _____

d. Are you aware of any repairs or other corrective or remedial procedures that were undertaken as a result of the matters identified in this section? ☒ NO ☐ YES If "Yes", please explain: _____

_____

15. NEIGHBORHOOD/ENVIRONMENT:

a. Are you aware of any existing condition or proposed change in your neighborhood that could adversely affect the value or desirability of the property, such as noise or other nuisances, electric or magnetic field levels, threat of condemnation or street changes, proposed developments or roadways, or blasting? ☒ NO ☐ YES If "Yes", please explain: _____

_____

b. Are you aware of wetlands, mangroves, archeological sites, historical preservation property, or other environmentally sensitive matters on, or affecting the property? ☒ NO ☐ YES If "Yes", please explain: _____

_____

16. OTHER MATTERS:

a. Are there any other matters affecting or which may affect the value of the property? ☒ NO ☐ YES If "Yes", please explain: _____

ACKNOWLEDGEMENT OF OWNER

The undersigned Owner represents that the information set forth in the above disclosure statement is accurate and completed to the best of the Owner's knowledge on the date signed below. Owner does not intend for this disclosure statement to be a warranty or a guarantee of any kind. Owner hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyer/Tenant of the property. Owner understands and agrees that Owner will notify the Buyer/Tenant in writing within five (5) business days after Owner becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer/Tenant.

Owner: _____ / Paul Lazarus III **Date:** 12/2/15
(signature) (print name)

Owner: _____ / Judith D Lazarus **Date:** 12/2/15
(signature) (print name)

INSTRUCTIONS TO THE BUYER/TENANT: Buyer/Tenant is encouraged to thoroughly inspect the property personally and/or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Owner answers "NO" to any of the pervious questions listed above, Owner does not necessarily mean that the matter in question does not exist on the property. "NO" may mean that the Owner is unaware that the matter in question exists on the property.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER/TENANT: Owner is using this form to disclose Owner's knowledge of the condition of the property and improvements located on the property as of the date signed by Owner. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information which the Owner has knowledge. It is not intended to be a substitute for any inspection or professional advice the Buyer/Tenant may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer/Tenant understands these representations are not made by any real estate licensee. Buyer/Tenant hereby acknowledges having received a copy of this disclosure statement.

Buyer/Tenant: _____ / _____ **Date:** _____
(signature) (print name)

Buyer/Tenant: _____ / _____ **Date:** _____
(signature) (print name)

Affiliated Business Arrangement Disclosure Statement

Property: 1419 TRILLO AVE, CORAL GABLES, FL 33146 From (EWM Associate): Ashley Cusack

This is to give you notice that Esslinger-Wooten-Maxwell, Inc., doing business as EWM Realty International ("EWM Realty International"), HomeServices Lending, LLC, and Columbia Title of Florida, Inc. doing business as EWM Title ("EWM Title"), are part of a family of companies, and each may refer to you the services of another. EWM Realty International, HomeServices Lending, LLC and EWM Title are each wholly owned by HomeServices of America, Inc. ("HSoA"), either directly or through one or more subsidiaries. Because of these relationships, referrals by any of these companies to another may provide the referring company, HSoA and/or its affiliates, with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Service Provided	HUD-1 Line	Charge or Range of Charges
EWM Realty International	Broker's Commission	(700)	$250 plus 3% - 10% of the sales price
HomeServices Lending, LLC	Loan Origination	(801)	$445 - $1,290
	Discount Points	(802)	0.0% - 4.0% of loan amount (optional)
	Appraisal	(804)	$230 - $3,525
	Credit Report	(805)	$9.75 - $114.50
	Tax Service Fee	(806)	$65 - $110
	Flood Certification Fee	(807)	$10 - $30
Columbia Title	Lender's Policy	(1104)	$250 if issued simultaneously with Owner's Policy; if not, $5.75 per $1,000 of coverage up to $100,000 (minimum $100); add $5.00 per $1,000 above $100,000 but below $1M; add $2.50 per $1,000 above $1M but below $5M; add $2.25 per $1,000 above $5M but below $10M; add $2.00 per $1,000 over $10M
	Owner's Policy	(1103)	$5.75 per $1,000 of coverage up to $100,000 (minimum $100); add $5.00 per $1,000 above $100,000 but below $1M; add $2.50 per $1,000 above $1M but below $5M; add $2.25 per $1,000 above $5M but below $10M; add $2.00 per $1,000 over $10M
	Endorsements	(1104)	ALTA Endorsements (4.1, 5.1, 6 and 8.1): $50.00 each; Florida Form 9 Endorsement and Navigational Servitude Endorsement: 10% of the combined fees for Lender's and Owner's Policies, or 10% of Lender's Policy fee if no Owner's Policy is issued
	Title Search and Exam Fee	(1109)	$75 - $85 per transaction
	Closing Fee	(1102)	$650 - $1,000 plus expenses incurred

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that I/we are being referred to the above described service providers and any of these companies and/or their parents/subsidiaries/affiliates may receive a financial or other benefit as a result of any such referral.

Seller Signature — Date 12/2/2015

Paul Lazarus III
Print Name

Seller Signature — Date 12/2/2015

Judith D Lazarus
Print Name

Buyer Signature — Date

Print Name

Buyer Signature — Date

Print Name

Rev. 03/24/2015

Mold Addendum to Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®

The following amends the Seller's Real Property Disclosure Statement signed by Paul Lazarus III & Judith D Lazarus (seller) on 12/2/2015 (date) for property located at 1419 TRILLO AVE, CORAL GABLES, FL 33146.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. MOISTURE/WATER INTRUSION INCIDENTS/MOLD

Are You Aware:

a. of any instances where moisture/water/condensation/humidity intruded into the structures located on the property as the result of rain, flood, plumbing leak, appliance leak, roof, window or wall leak or any other type of leak or event? NO [X] YES [ ] If yes, explain: _____

b. of any damage to the structures located on the property including the growth of mold that resulted from any type of moisture/water/condensation/humidity intrusion or leak? NO [X] YES [ ] If yes, explain: _____

c. of any clean up, repairs, or remediation of the property including clean up of mold because of moisture or water intrusion/condensation/humidity? NO [X] YES [ ] If yes, explain: _____

d. of any other problems resulting from moisture/water intrusion/condensation/humidity? NO [X] YES [ ] If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: _____ (signature) / Paul Lazarus III (print) Date: 12/2/15

Seller: _____ (signature) / Judith D Lazarus (print) Date: 12/2/2015

RECEIPT AND ACKNOWLEDGMENT OF BUYER

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

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

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

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

Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

(1) the presence of any LBP/LBPH about which you know;

(2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and

(3) the existence of any available records or reports pertaining to LBP/LBPH.

B. Provide the buyer or tenant with:

(1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and

(2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

C. Disclose to the buyer or tenant:

(1) the presence of any known LBP/LBPH in the unit; and

(2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements:

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

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

(1) affirming receipt of the information in 2.B and C above;

(2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and

(3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.

E. A statement by each real estate licensee/agent involved in the transaction that:

(1) the licensee/agent has informed you of your legal obligations; and

(2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

Seller (____) (____) or **Landlord** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

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3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

A. The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

(1) affirming receipt of the information paragraph 3.B. and C. above; and

(2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

E. A statement by each real estate licensee/agent involved in the transaction that:

(1) the licensee/agent has informed you of your legal obligations; and

(2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by Ashley B Cusack (licensee) to seller or landlord on the 02 day of November, 2015.

Seller/Landlord makes the following disclosure to licensee:

(1) Lead-based paint and lead-based paint hazards in the housing: (check one)

☒ **(a) Seller**/Landlord has no knowledge of LBP/LBPH in the housing.

☐ **(b) Seller**/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information): __

(2) Available Records and Reports: (check one)

☒ **(a) Seller**/Landlord has no records or reports regarding LBP/LBPH in the housing.

☐ **(b) Seller**/Landlord has available the following documents regarding LBP/LBPH in the housing: _____

Seller/Landlord	12/2/2015 Date	**Seller**/Landlord	12/2/2015 Date

Seller (____) (____) or Landlord (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.

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Comprehensive Rider to the Residential Contract For Sale And Purchase

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

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Paul Lazarus III & Judith D Lazarus (SELLER) and _____ (BUYER) concerning the Property described as 1419 TRILLO AVE, CORAL GABLES, FL 33146

Buyer's Initials _____ _____ ***Seller's Initials*** _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

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

Seller's Disclosure (INITIAL)

_____ **(a)** Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

_____ **(b)** Records and reports available to the Seller (**CHECK ONE BELOW**):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ **(c)** Buyer has received copies of all information listed above.

_____ **(d)** Buyer has received the pamphlet *Protect Your Family* from *Lead in Your Home*.

_____ **(e)** Buyer has (**CHECK ONE BELOW**):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

_____ **(f)** Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER	Date 12/2/15	BUYER	Date
SELLER	Date 12/2/2015	BUYER	Date
Listing Licensee	Date	Selling Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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Serial#: 045679-800144-6414580

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Inclusions for the Sale of your Home

Address: 1419 Trillo Avenue

INCLUDES:

- [V] Range (V) electric ( ) gas
- [V] Oven (V) electric ( ) gas
- [V] Microwave
- [V] Dishwasher
- [ ] Garbage Disposal
- [V] Refrigerator
- [ ] Icemaker
- [ ] Wine refrigerator
- [ ] Trash compactor
- [V] Heating system (V) electric ( ) gas
- [V] Water heater (2) (V) electric ( ) gas
- [ ] Solar water heater (V) owned ( ) leased
- [V] Central A/C (# of units: 2)
- [ ] Wall air conditioning (# of units: ___)
- [ ] Fireplace ( ) Wood ( ) gas
- [ ] Central vacuum
- [V] Septic tank/drain field Date last drained: 2005
- [ ] Sewer system ( ) public ( ) private
- [ ] Water system ( ) public ( ) private
- [ ] Sprinkler system and pump
- [ ] Water softener
- [ ] Hurricane Shutters ( ) partial ( ) full
- [ ] Pool equipment
- [ ] Pool heater ( ) electric ( ) gas
- [ ] Children pool fence
- [ ] Emergency Generator
- [ ] Other plumbing items
- [ ] Other electrical items
- [V] Clothes washer (V) electric ( ) gas
- [V] Clothes dryer (V) electric ( ) gas
- [V] Burglar alarm system (V) owned ( ) leased
- [ ] Phone system
- [ ] Speakers
- [ ] Televisions attach to wall
- [ ] Paddle fans (#?: ___)
- [ ] Intercom
- [V] Garage door opener (#?: 2)
- [V] Light fixtures as attached
- [V] Attached window treatments

REMARKS:

Location of tank? FRONT YARD

Other Items: N/A

Excluded Items: Fountain on Patio Wall -

Seller: [signature] MC Date: 12/1/15

Seller: [signature] Date: 12/2/15

Buyer: _____ Date: _____

Buyer: _____ Date: _____