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Seller's Property Disclosure - Condominium

Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law[1] 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 10 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.

Florida law[2] entitles a prospective buyer, who has entered into a contract for the purchase of a condominium unit with a seller who is not a developer, at Seller's expense, to a current copy of the declaration of condominium, articles of incorporation of the association, bylaws and rules of the association, the most recent annual financial statement and annual budget and the "Frequently Asked Questions and Answers" document, if buyer requests these in writing. These documents, and meeting agendas and minutes, contain important matters to be considered before acquiring a condominium unit, such as recurring dues or fees; special assessments; capital contributions, penalties; and alteration, leasing, parking, pet, resale, vehicle and other types of restrictions.

Except for information provided in paragraph 6, 7, 8 and 9, the following information is only about the individual Unit specified below and not about any limited common element, any common element or the condominium association ("Association").

Seller makes the following disclosure regarding the property described as: 2800 N Atlantic Ave 509 Daytona Beach FL 32118 (the "Unit").

The Unit is ☐ owner occupied ☐ tenant occupied ☐ unoccupied (if unoccupied, how long has it been since Seller occupied the unit? _____

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Is the roof a common element maintained by the Association?	☒	☐	☐
(b) To your knowledge, is roof of Unit structurally sound and free of leaks?	☒	☐	☐
(c) Are other structures, including ceilings; walls; doors and windows structurally sound and free of leaks?	☒	☐	☐
(d) Has any additional structural reinforcement been added to the Unit?	☐	☒	☐
(e) Are heating and cooling systems common elements maintained by the Association?	☒	☐	☐
(f) To your knowledge, are heating and cooling systems in working condition, i.e., operating in a manner in which the item was designed to operate?	☒	☐	☐
(g) Are existing major appliances and mechanical and electrical systems in working condition, i.e. operating in a manner in which the item was designed to operate?	☒	☐	☐
(h) Are any of the appliances leased?	☐	☒	☐
If yes, which ones: airhandler 13 unit / cooling 13 assoc.			
(i) If the answer to questions 1(b), 1(c), 1(f), 1(g) is no, or if 1(d) is yes, please			

1 *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985).
2 Section 718.503(2), Florida Statutes.

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explain: _____

	Yes	No	Don't Know
2. Termites; Other Wood Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present in the Unit or has the Unit had any structural damage by them?	☐	☒	☐
(b) Has the Unit been treated for termites; other wood-destroying organisms, including fungi; or pests?	☒	☐	☐
(c) If any answer to questions 2(a)-2(b) is yes, please explain: Scheduled Monthly Pest Maintenance			
3. Water Intrusion; Plumbing; Flood Insurance			
(a) Has past or present water intrusion or flooding affected the Unit? Plumbing error was fixed	☒	☐	☐
(b) Are polybutylene pipes present in the Unit?	☐	☒	☐
(c) Have past or present plumbing leaks or backups affected the Unit? Same as above (a)	☒	☐	☐
(d) Have there been any leaks or water intrusion from units above or adjacent to your Unit or leaks or water intrusion from your Unit to units below or adjacent to it?	☒	☐	☐
(e) Does your lender require flood insurance?	☐	☐	☒
(f) If any answer to questions 3(a)-3(d) is yes, please explain: (b) Leak in Bathtub from upper unit repaired and ceiling restored.			
4. Fire Protection; Improvements; Alterations			
(a) Does the Unit have sprinklers for fire protection? If no, has the Association voted to forego retrofitting each unit with a fire sprinkler system?	☒	☐	☐
(b) Have any improvements or alterations to the Unit, whether by you or by others, been made without obtaining required Association approval?	☐	☒	☐
(c) Have any improvements or alterations to the Unit, whether by you or by others, been made in violation of building codes or zoning restrictions or without necessary permits?	☐	☒	☐
(d) Are any improvements located below the base flood elevation?	☐	☒	☐
(e) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☒	☐
(f) Are there any open permits on the Unit that have not been closed by a final inspection?	☐	☒	☐
(g) If any answer to questions 4(b)-4(f) is yes, please explain: _____			
5. Hazardous Substances			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☒	☐	☐
(b) Does anything exist in the Unit that may be considered a hazardous substance, including, but not limited to, lead-based paint; asbestos; mold; radon gas; urea formaldehyde; methamphetamine contamination; or defective drywall?	☐	☐	☒
(c) Has there been any damage, clean up or repair to the Unit due to any of the substances or materials listed in subparagraph (b) above?	☐	☒	☐
If any answer to questions 5(b)-5(c) is yes, please explain: _____			
6. Limited Common Elements			
(a) Are there any amenities outside the Unit, such as designated parking space(s), storage closet(s), boat slip(s), cabana(s), garage(s), carport(s), etc. that are for your exclusive use? If yes, please identify the amenity and whether a separate deed or other legal document grants the exclusive right to use: Storage unit	☒	☐	☐

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	Yes	No	Don't Know
7. The Association			
(a) Is there any proposed change to the Association's governing documents?	☐	☒	☐
(b) Is there any proposed plan to materially alter the common elements?	☐	☒	☐
(c) Is there any existing or threatened legal action by or against the Association?	☐	☐	☒
(d) Has the Association ever been, or is it currently, involved in litigation or a claim over construction defects or defective building products?	☒	☐	☐
(e) To your knowledge, is there any discussion of a conversion of the Condominium to something else?	☐	☒	☐
(f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex?	☐	☒	☐
(g) Has an increase in fees or assessments been approved but not yet Implemented?	☐	☒	☐
(h) Is any portion of the Association's property located in a special flood hazard area?	☐	☐	☒
(i) Is any portion of the Association's property located seaward of the coastal construction control line?	☐	☐	☒
(j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property?	☐	☐	☒
(k) Has there been any structural damage to any portion of the Association's Property?	☐	☒	☐
(l) Has any additional structural reinforcement been added to any portion of the Associations' property?	☐	☒	☐
(m) Are there any rental restrictions by the Association? 30 day min.	☒	☐	☐
(n) Are there any pet restrictions by the Association? 2 pets under 25 lbs.	☒	☐	☐

(o) If any answer to questions 7(a)-7(n) is yes, please explain: Woody's fence lien

	Yes	No	Don't Know
8. Milestone Inspection &Structural Integrity Reserve Study (F.S. 553.899)			
(a) Has anything appeared in the Association Agendas and or the Minutes regarding Milestone Inspection & Structural Integrity Reserve Study for your complex? concrete restoration	☒	☐	☐
(b) Has the Association budgeted for the cost of hiring an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study? done	☒	☐	☐
(c) Has the Association hired an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study yet? done If yes, what is the expected completion date for them?	☒	☐	☐
(d) Has the Association passed or discussed raising fees or doing a Special Assessment to pay for costs associated with complying with the Milestone Inspection and/or Structural Integrity Reserve Study? If yes, explain concrete restoration	☒	☐	☐

(Note: Further information may be disclosed by using the Milestone Inspection and Structural Integrity Reserve Study Disclosure)

	Yes	No	Don't Know
9. 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.**	☐	☒	☐

10. ☐ **(If checked) Other Matters; Additional Comments:** The attached addendum contains additional information, explanations or comments.

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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: Diane Goldie / Diane L Goldie Date: 8/13/2026
(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)

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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

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Diane L Goldie (SELLER) and _____ (BUYER) concerning the Property described as 2800 N Atlantic Ave 509, Daytona Beach FL 32118

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

A. CONDOMINIUM RIDER

If Property is part of a master or other homeowners' association, Seller shall complete Rider B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE for further information including additional assessments and fees. If Property is part of more than one condominium association, Seller shall also complete a separate Rider A. CONDOMINIUM RIDER for EACH condominium association.

The condominium association ("Condominium Association") to which this Condominium Rider is applicable, and any management company, and to which assessments, special assessments, and/or rent/land use fees are due and payable, is/are:

Association

DBOT
Contact Person Samantha
Phone 386-243-9345
Email daytonaoceantowers@gmail.com

Management Company

Genuine Mgmt
Contact Person Joe or Marissa
Phone 386-256-6128
Email Customerservice@genuinemgt.com

Additional contact information can be found on the Association's website, which is:
www. _____

1. **CONDOMINIUM ASSOCIATION APPROVAL:**
The Condominium Association's approval of Buyer (**CHECK ONE**): ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Condominium Association and provide Buyer with a copy of the current application for approval, and Buyer shall promptly apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Condominium Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract is terminated and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. **RIGHT OF FIRST REFUSAL:**
(a) The Condominium Association (**CHECK ONE**): ☒ has ☐ does not have a right of first refusal (a "Right") pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
(b) The members of the Association (**CHECK ONE**): ☒ have ☐ do not have a Right.
(c) If either the Condominium Association or the members have a Right, then Buyer and Seller shall, within _____ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and promptly process the matter with the Condominium Association and members, including personal appearances, if required

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(d) If the Condominium Association or a member timely exercises a Right, this Contract is terminated and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) If, within the time permitted for exercise of the Right, the Condominium Association, the members of the Condominium Association, or both, either (i) provide written confirmation to Buyer that the Right will not be exercised, or (ii) fail to timely exercise the Right, then this Contract shall proceed to Closing as otherwise provided herein.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

(a) Condominium Association assessment(s) and rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are
$ 545.00 payable **(CHECK ONE):** ☒ monthly ☐ quarterly ☐ semi-annually ☐ annually
and the current rent on recreation areas, if any, is
$ _____ payable **(CHECK ONE):** ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

All regular periodic assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing. Association assets and liabilities, including Association reserve accounts, shall not be prorated.

(b) Fines: Seller shall, at Closing, pay all fines imposed against the Property by the Condominium Association as of Closing Date and remedy all open violations of rules and regulations noticed to Seller in the Condominium Association official records.

(c) Special Assessments:

(i) If the Condominium Association has levied any special or additional assessments as of the Effective Date, **then** (CHECK ONE): ☒ **Buyer** ☐ **Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.**

(ii) If the Condominium Association levies any special or additional assessments after the Effective Date and prior to the Closing Date, then (CHECK ONE): ☒ Buyer ☐ Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.

(iii) Notwithstanding the provisions of (i) or (ii) above, if any special or additional assessments may be paid in installments, and the Condominium Association will allow Buyer to assume installments scheduled to be paid after Closing, then Seller shall, prior to or at Closing, pay all installments which are payable on or before Closing Date, and (CHECK ONE): ☒ Buyer ☐ Seller (if left blank, then Buyer) shall pay installments payable after Closing Date. **If Seller is checked, or if the Condominium Association does not allow a Buyer to assume installments scheduled to be paid after Closing, Seller shall pay the special or additional assessment in full prior to or at the time of Closing.**

(iv) A special or additional assessment shall be deemed levied for purposes of this Paragraph 3 on the date when such assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Seller is aware of the following special or additional assessments that have been levied by the Condominium Association, or discussed at a Board meeting in the 12 months prior to the Effective Date, (include purpose(s) of assessments and amount, if known): SBA loan due Dec. 2026, 2027, 2028 @ $1,896/ea

(d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:
If, pursuant to Sections 718.112(2)(n), F.S., the Condominium Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Condominium Association's vote to forego such retrofitting.

5. NONDEVELOPER DISCLOSURE:
(CHECK ONE):

☐ (a) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE**

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DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

☐ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

(a) Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5, above, as well as the governance form described in Section 718.503(2)(b), F.S. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.

(b) Seller shall, at Seller's expense, provide Buyer with a current copy of the following (CHECK ALL REQUESTED BY BUYER):

☐ Minutes of Condominium Association Board meetings for the 12 months preceding the Effective Date
☐ Agendas for all Condominium Association Board meetings for the 12 months preceding the Effective Date
☐ Minutes of Condominium Association member meetings for the 12 months preceding the Effective Date
☐ Agendas for all Condominium Association member meetings for the 12 months preceding the Effective Date
☐ Insurance Declaration Pages for general liability, hazard/windstorm, and any required or existing flood policies held by the Condominium Association
☐ If Paragraph 9(a)(iii), 9(b)(iii), or 9(c)(iii) is checked and the referenced document is actually received by the Seller prior to Closing, then such document (i.e. the inspector-prepared summary of a milestone inspection report, a turnover report, or a structural integrity reserve study report)
☐ _____
☐ _____
☐ _____

THIS AGREEMENT MAY BE TERMINATED BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE BUYER RECEIVES ALL OF THE DOCUMENTS REQUESTED IN THIS SUBPARAGRAPH 6(b). BUYER'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THIS SUBPARAGRAPH 6(b) SHALL TERMINATE AT CLOSING.

7. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:
Parking Space(s) # _____ Garage # _____ Other: Storage Unit

8. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property

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9. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:

(a) MILESTONE INSPECTION: The Association (check only one option):
☒ (i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

☐ (ii) **IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.**; or

☐ (iii) **IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.**

(b) TURNOVER INSPECTION REPORT: The Association (check only one option):
☐ (i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

☒ (ii) **IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S.** (this option should be selected if the Association was turned over prior to July 1, 2023); or

☐ (iii) **IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.**

(c) STRUCTURAL INTEGRITY RESERVE STUDY: The Association (check only one option):
☒ (i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(28) and 718.112(2)(g), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

☐ (ii) **IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S.**; or

☐ (iii) **IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.**

(d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 9(a)(i), above, is checked), or a turnover inspection report (Paragraph 9(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 9(c)(i), above, is checked):

☐ **(i) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.**

☐ **(ii) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS,**

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SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

10. **CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.** If applicable, pursuant to Section 718.407, F.S.:

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUIDLING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

(1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.
(2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.
(3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.
(4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.

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Flood Disclosure

RE/MAX Signature

FloridaRealtors®

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, Diane L Goldie, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 2800 N Atlantic Ave 509

Daytona Beach FL 32118.

Seller, please check the applicable boxes in paragraphs (1) through (3) below.

FLOOD DISCLOSURE

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

(1) Seller ☐ has ☒ has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.

(2) Seller ☐ has ☒ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

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

(4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

c. Sustained periods of standing water resulting from rainfall.

Seller: Diane L Goldie Diane L Goldie Date: 8/13/2026

Seller: _____ Date: _____

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

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Daytona Beach Area
ASSOCIATION OF REALTORS®



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Audio-Video Surveillance Disclosure

The following disclosure form is provided to help sellers and buyers understand and comply with Florida law with respect to home surveillance devices.

► Florida law requires the consent of all parties to record telephone calls or in-person conversations, including videotaped conversations that capture sound.
► If a Seller has security cameras that also record any conversations, i.e. have audio recording capabilities; all parties must consent to that recording.
► With respect to video recording only, it is permissible as long as written notice is clearly given on the premises or the recording device is immediately obvious.

Property Address: 2800 N Atlantic Ave Daytona Beach FL 32118

For the Seller

My property (check one) ☐ has ☒ does not have a video or audio surveillance device/system
My device/system (check one) ☐ does ☒ does not capture audio

For the Buyer

I understand that I may be recorded during the time I am in the Seller's property and consent to such recording.

Buyer Name (Print): _____

Buyer Signature: _____

Buyer Name (Print): _____

Buyer Signature: _____

Date: _____

Seller Name (Print): Diane L Goldie

Seller Signature: Diane L. Goldie

Date: 8/13/2026

Note to Listing Agent: Please indicate the presence of a video or audio surveillance device/system in the MLS

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InstanetFORMS

RE/MAX Signature

Seller's Request for Lender/Loan Updates

Buyer shall keep Seller and Seller's 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 Seller's Broker.

Diane L. Goldie

Seller Diane L Goldie

8/13/2026

Seller

Amanda M. Robb

Listing Agent ~~Amanda Lobb~~

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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 Diane L Goldie (SELLER) and _____ (BUYER) concerning the Property described as 2800 N Atlantic Ave 509 Daytona Beach FL 32118

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

N. COASTAL CONSTRUCTION CONTROL LINE

The Real Property which is the subject of this Contract is or may be located either partially or totally seaward of the Coastal Construction Control Line ("CCCL"), as defined in Section 161.053 F.S. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of Chapter 472 of the Florida Statutes, delineating the location of the CCCL on the Real Property at or prior to the Closing, unless Buyer waives this requirement in writing. This Property may be in the Coastal Building Zone ("CBZ") and therefore be subject to governmental regulation.

☒ Buyer waives the right to receive a CCCL affidavit or survey.

☐ Buyer requests a CCCL affidavit or survey within the time allowed to deliver evidence of title.

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

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)

DG **(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.

DG **(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.

Diane L Goldie 8/13/2026
SELLER Diane L Goldie Date

BUYER Date

Amanda M. Lobb 8/13/26
SELLER Date

BUYER Date

Listing Licensee Amanda Lobb 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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RE/MAX Signature

SELLER'S PROPERTY DISCLOSURE ADDENDUM

(Use in addition to 1-page or 5-page Seller's Disclosure)

Property Address 2800 N Atlantic Ave 509 Daytona Beach FL 32118 **Date** 8/13/26

Seller Name Diane L Goldie **Seller Name** _____

This document is to be used solely as a disclosure by the seller(s) regarding the property listed above. It is not a warranty by either the seller(s) or the seller's agent(s) and should never be used by a prospective buyer as a substitute for the appropriate inspection(s).

HOME COMPONENT INFORMATION

Furnace or Heating System	Type: _____	Age: ?
Air Conditioning	Type: _____	Age: ?
Air Conditioning, Additional Unit *(If applicable)*	Type: _____	Age: _____
Roof Type (Shingle, Metal, Etc)	Type: _____	Age: _____

Electrical Updated?	☐ Yes	☒ No	Date: _____
Plumbing Updated?	☒ Yes	☐ No	Date: June 2025
Waste System	☒ City Sewer	☐ Septic	
Drinking Water System	☒ City	☐ Well	
Irrigation System	☐ Deep Well	☐ Shallow Well	☐ City Reclaimed
Water Heater	☐ Owned	☐ Leased	☐ N/A
Water Softener	☐ Owned	☐ Leased	☐ N/A
Security System	☐ Owned	☐ Leased	☐ N/A
Pool Heating System	Type: _____		
Fireplace	Type: _____		
Garage Door Openers	Quantity: 1		
Other Remotes or Keys	Description/Quantity: _____		

APPLIANCE	AGE	CONVEYING W/ PROPERTY?	APPLIANCE	AGE	CONVEYING W/ PROPERTY?
Oven/Range	2024	☒ Yes ☐ No	Disposal		☐ Yes ☐ No
Microwave	2024	☒ Yes ☐ No	Refrigerator	?	☒ Yes ☐ No
Hood		☐ Yes ☐ No	Washer		☐ Yes ☐ No
Dishwasher	?	☒ Yes ☐ No	Dryer		☐ Yes ☐ No

GENERAL INFORMATION

Type of Residence ☒ Condominium ☐ Single Family ☐ Multi-Family

HOA/Condo Association Contact _____ Phone: _____

Current Homeowners Insurance Carrier Universal Property

Flood Insurance Required? ☐ Yes ☐ No ☒ Uncertain Flood Insurance Carrier *(If Applicable)*

PACE Items w/ Loan or Bond Against? N/A _____ _____

Will the Loan/Bond Be Satisfied Prior To Close? ☐ Yes ☒ No