

"AS IS" Residential Contract for Sale and Purchase

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



1 * **PARTIES:** CITY OF HALLANDALE ("Seller"),
 2 * and MAYLIN ALEMAN ("Buyer"),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal
 4 Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale
 5 And Purchase and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**
 7 * (a) Street address, city, zip: 813 NE 4 ST HALLANDALE BEACH 33009
Street Address City Zip
 8 * (b) Property is located in: BROWARD County, Florida. Real Property Tax ID No: 51-42-22-03-0130
 9 * (c) Legal description of the Real Property: _____

10 * together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 11 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

12 (d) Personal Property: The following items owned by Seller and existing on the Property as of the date
 13 of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s),
 14 disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door
 15 openers, and security gate and other access devices; and (ii) those additional items checked below. If
 16 additional details are necessary, specify below. **If left blank, the item below is not included:**

- | | | | |
|---|--|---|---|
| <input checked="" type="checkbox"/> Refrigerator(s) | <input type="checkbox"/> Smoke detector(s) | <input type="checkbox"/> Pool barrier/fence | <input type="checkbox"/> Storage shed |
| <input checked="" type="checkbox"/> Microwave oven | <input type="checkbox"/> Security system | <input type="checkbox"/> Pool equipment | <input type="checkbox"/> TV antenna/satellite dish |
| <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Window/wall a/c | <input type="checkbox"/> Pool heater | <input type="checkbox"/> Water softener/purifier |
| <input checked="" type="checkbox"/> Dryer | <input type="checkbox"/> Generator | <input type="checkbox"/> Spa or hot tub with heater | <input checked="" type="checkbox"/> Storm shutters and panels |
| <input type="checkbox"/> Stand-alone ice maker | | <input type="checkbox"/> Above ground pool | |

18 The only other items of Personal Property included in this purchase, and any additional details regarding
 19 * Personal Property, if necessary, are: _____

20 * Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
 21 (e) The following items are excluded from the purchase: _____

22 * **2. PURCHASE PRICE** (U.S. currency): \$ 208,000.00
 23 * (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** \$ 4,000.00
 24 * The initial deposit made payable and delivered to "Escrow Agent" named below
 25 * **(CHECK ONE):** accompanies offer or is to be made upon acceptance (Effective Date)
 26 * or is to be made within _____ (if blank, then 3) days after Effective Date
 27 * Escrow Agent Information: Name: TBD
 28 * Address: _____ Phone: _____
 29 * E-mail: _____ Fax: _____
 30 * (b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3)
 31 * days after Effective Date. \$ _____
 32 * (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
 33 * (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 . . . 200,720.00
 34 * (d) Other: _____ .. \$ _____
 35 * (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 36 * transfer or other **COLLECTED** funds \$ 3,280.00
 37 * **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

38 * **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
 39 * (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before MAY 22, 2013
 40 * _____, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer.
 41 * Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
 42 * counter-offer is delivered.
 43 * (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or
 44 * initialed this offer or final counter-offer ("Effective Date").

45 * **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
 46 * and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
 47 * ("Closing") on OR BEFORE JUNE 28, 2013 ("Closing Date"), at the time established by the Closing Agent.

48 * Buyer's Initials [Signature] Page 1 of 10 Seller's Initials _____
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- 50 5. **EXTENSION OF CLOSING DATE:**
- 51 (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA)
- 52 notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements,
- 53 not to exceed 7 days.
- 54 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes:
- 55 (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners'
- 56 insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days
- 57 after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind,
- 58 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not
- 59 * occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this
- 60 Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
- 61 releasing Buyer and Seller from all further obligations under this Contract.
- 62 6. **OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall, at Closing, have removed all
- 63 personal items and trash from the Property and shall deliver occupancy and possession, along with all keys,
- 64 garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or
- 65 occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant
- 66 to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from
- 67 date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have
- 68 accepted Property in its existing condition as of time of taking occupancy.
- 69 * 7. **ASSIGNABILITY: (CHECK ONE)** Buyer may assign and thereby be released from any further liability
- 70 * under this Contract; may assign but not be released from liability under this Contract; or may not assign
- 71 this Contract.

72 **FINANCING**

- 73 8. **FINANCING:**
- 74 * (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing
- 75 contingency to Buyer's obligation to close.
- 76 * (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
- 77 * VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan
- 78 * Commitment Date") for: **(CHECK ONE):** fixed, adjustable, fixed or adjustable rate loan in
- 79 * the principal amount of \$ 200,720.00 or _____ % of the Purchase Price, at an initial interest rate
- 80 * not to exceed PREV. % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a
- 81 * term of 30 years ("Financing").
- 82 * Buyer will make mortgage loan application for the Financing within 3 (if blank, then 5) days after
- 83 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing
- 84 ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about
- 85 the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and
- 86 Buyer's lender to disclose such status and progress to Seller and Broker.
- 87 If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written
- 88 notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
- 89 further obligations under this Contract.
- 90 If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of
- 91 this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by
- 92 delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and
- 93 Seller from all further obligations under this Contract.
- 94 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not
- 95 thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default;
- 96 (2) Property related conditions of the Loan Commitment have not been met (except when such conditions
- 97 are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is
- 98 insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of
- 99 Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller
- 100 from all further obligations under this Contract.
- 101 * (c) Assumption of existing mortgage (see rider for terms).
- 102 * (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

Buyer's Initials AA

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Seller's Initials _____

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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)
Tile search charges (if Paragraph 9(c)(iii) is checked)
Other:
HOA/Condominium Association estoppel fees
Recording and other fees needed to cure title
Seller's attorneys' fees

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 cost 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 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
Other:
Loan expenses
Appraisal fees
Buyer's Inspections
Buyer's attorneys' fees
All property related insurance

(c) TITLE EVIDENCE AND INSURANCE: At least 10 (if blank, then 5) days prior to Closing Date, 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 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (CHECK ONE):

- (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or
(ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or
(iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ (if blank, \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) SURVEY: At least 5 days prior to Closing, 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 will 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 will 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 will 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 the assessment(s) in full prior to or at the time of Closing.
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. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

268 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
269 Contract.

270 **DEFAULT AND DISPUTE RESOLUTION**

271 **15. DEFAULT:**

272 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
273 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
274 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
275 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
276 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
277 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon
278 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
279 Cooperating Brokers share shall not be greater than the commission amount Listing Broker had agreed to pay
280 to Cooperating Broker.

281 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
282 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
283 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
284 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
285 performance. This Paragraph 15 shall survive Closing or termination of this Contract.

286 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 287 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be 288 settled as follows:

289 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
290 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under
291 Paragraph 16(b).

292 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
293 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
294 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
295 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
296 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16
297 shall survive Closing or termination of this Contract.

298 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 299 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 300 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to 301 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting 302 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

303 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

304 **18. STANDARDS:**

305 **A. TITLE:**

306 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
307 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
308 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or
309 before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the
310 amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
311 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
312 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat
313 or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry;
314 (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in
315 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
316 years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum);
317 provided, that none prevent use of the Property for RESIDENTIAL PURPOSES. If there exists at Closing any
318 violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be
319 determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with
320 law.

321 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
322 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it
323 is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
324 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
325 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller,
326 Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

Buyer's Initials 

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Seller's Initials _____

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

447 and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real
448 estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in
449 writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or
450 electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an
451 original.

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

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

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

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

466 T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and
467 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

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

471 X. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by
472 law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other
473 damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone
474 claiming by, through, under or against the Buyer.

ADDENDA AND ADDITIONAL TERMS

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

- A. Condominium Assn.
- B. Homeowners' Assn.
- C. Seller Financing
- D. Mortgage Assumption
- E. FHA/VA Financing
- F. Appraisal Contingency
- G. Short Sale
- H. Homeowners' Insurance
- I. FIRPTA
- J. Interest-Bearing Acct.
- K. RESERVED
- L. RESERVED
- M. Defective Drywall
- N. Coastal Construction Control Line
- O. Insulation Disclosure
- P. Pre-1978 Housing Statement (Lead Based Paint)
- Q. Housing for Older Persons
- R. Rezoning
- S. Lease Purchase/ Lease Option
- T. Pre-Closing Occupancy
- U. Post-Closing Occupancy
- V. Sale of Buyer's Property
- W. Back-up Contract
- X. Kick-out Clause
- Y. Seller's Attorney Approval
- Z. Buyer's Attorney Approval
- AA. Licensee-Personal Interest in Property
- BB. Binding Arbitration
- Other _____

479 * 20. ADDITIONAL TERMS:
480 _____
481 _____
482 _____
483 _____
484 _____
485 _____
486 _____
487 _____
488 _____
489 _____
490 _____
491 _____
492 _____
493 _____

Buyer's Initials *DX* Page 9 of 10 Seller's Initials _____
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COUNTER-OFFER/REJECTION

- 494
- 495 * Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
- 496 deliver a copy of the acceptance to Seller).
- 497 * Seller rejects Buyer's offer.

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

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

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

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

507 * Buyer: Wayne Alan Date: 05/17/2013

508 * Buyer: _____ Date: _____

509 * Seller: _____ Date: _____

510 * Seller: _____ Date: _____

511	Buyer's address for purposes of notice	Seller's address for purposes of notice
512 *	_____	_____
513 *	_____	_____
514 *	_____	_____

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

521 *	<u>JESSICA WING</u>	<u>Teneshia Taylor</u>
522	Cooperating Sales Associate, if any	Listing Sales Associate

523 *	<u>E-WING REALTY</u>	<u>TAJ Realty</u>
524	Cooperating Broker, if any	Listing Broker

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 CITY OF HALLANDALE (SELLER) and MAYLIN ALEMAN (BUYER) concerning the Property described as 813 NE 4 ST

Buyer's Initials MA

Seller's Initials _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. DEFINITIONS:

- (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
- (b) "Property" is the Property which is the subject matter of this Contract.
- (c) "HUD" is the Department of Housing and Urban Development.
- (d) "Purchaser" is the Buyer named in this Contract.

2. INSPECTIONS AND APPRAISAL:

In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed \$ 200.00, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. (CHECK IF APPLICABLE) FHA FINANCING: It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ 208,000.00. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

- (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of \$ _____ (\$100.00 if left blank).
- (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
- (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. (CHECK IF APPLICABLE) VA FINANCING: It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) Fees, Prepayments: Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. ELECTION TO PROCEED WITH CONTRACT: In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

<i>Nancy Alean</i>	<i>05/17/2013</i>		
BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BROKER JESSICA WING		BROKER Teneshia Taylor	
BROKER	Date	BROKER	Date

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 _____ CITY OF HALLANDALE _____ (SELLER) and _____ MAYLIN ALEMAN _____ (BUYER) concerning the Property described as _____ 813 NE 4 ST _____

Buyer's Initials MA

Seller's Initials _____

P. LEAD-BASED PAINT DISCLOSURE

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.

Maylin Aleman 05/17/2013
 BUYER DATE BUYER DATE

SELLER DATE SELLER DATE

Licensee JESSICA WING DATE Licensee Teneshia Taylor 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.



PRIMARY RESIDENTIAL
MORTGAGE, INC.

May 17, 2013

Maylin Maria Aleman
7308 Miami Lake Way S.
Miami Lakes, FL 33014

Dear Maylin Maria Aleman,

Congratulation! This letter is to confirm that you have been pre-qualified for a mortgage loan.

We are pleased to inform you that, based upon the information provided to us, you have been pre-qualified for a purchase price up to \$208,000. This loan pre-qualification is subject to the terms and conditions below.

- Conventional/FHA Loan approval of \$166,400 and is subject to completion of a mortgage application and conditions that include, but are not limited to: A property appraisal satisfactory to the PRMI, Inc. and/or the Lender
- A satisfactory verification by PRMI, Inc./ or Lender of all pertinent information, including, without limitation, further substantiation of income, credit, property insurance, source of funds and supporting documentation.
- A satisfactory Title Commitment acceptable to PRMI, Inc., and/or the Lender.

This pre-qualification letter is limited to the loan amount and loan program as stated above, and should be noted, if any of this information has changed, please contact me immediately so that I can ensure that you continue to qualify for the loan with the terms discussed.

It is also important for you to understand that this prequalification does not constitute an interest rate commitment.

I wish you the best of luck as you search for your new home.

Sincerely,

Tony Farias
NMLS #329077

Ft. Lauderdale: 3350 N Ocean Blvd., Suite 101, 33308
Pompano Beach: 139 N Federal Highway Suite 1, 33060
Cell: (954)-695-2039 Fax: (954)-692-9037
Email: cluck@prmi.com / tfarias@prmi.com