

Seller's Property Disclosure - Condominium

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

Notice to Seller: Florida law1 requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer.

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.

Florida law2 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 year-end financial information and the "Frequently Asked Questions and Answers" document, if buyer requests these in writing.

Except for information provided in paragraph 6, 7 and 8, 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: _____

7231 Miami Lakes Drive #C20, Miami Lakes, FL 33014 (the "Unit").

The Unit is [] owner occupied [] tenant occupied [X] unoccupied (if unoccupied, how long has it been since Seller occupied the unit? One Month

1. Structures; Systems; Appliances

- (a) Is the roof a common element maintained by the Association? [X] Yes [] No [] Don't Know
(b) To your knowledge, is roof of Unit structurally sound and free of leaks? [X] Yes [] No [] Don't Know
(c) Are other structures, including ceilings; walls; doors and windows structurally sound and free of leaks? [X] Yes [] No [] Don't Know
(d) Has any additional structural reinforcement been added to the Unit? [] Yes [] No [X] Don't Know
(e) Are heating and cooling systems common elements maintained by the Association? [X] Yes [] No [] Don't Know
(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? [X] Yes [] No [] Don't Know
(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? [X] Yes [] No [] Don't Know
(h) Are any of the appliances leased? [] Yes [X] No [] Don't Know

If yes, which ones: _____

(i) If the answer to questions 1(b), 1(c), 1(f), 1(g) is no, or if 1(d) is yes, please explain: _____

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

Seller (CPM) (LBM) and Buyer () () acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

	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?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(b) Has the Unit been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a)-2(b) is yes, please explain: _____			
<hr/>			
3. Water Intrusion; Plumbing; Flood Insurance			
(a) Has past or present water intrusion or flooding affected the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(b) Are polybutylene pipes present in the Unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(c) Have past or present plumbing leaks or backups affected the Unit?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(f) If any answer to questions 3(a)-3(d) is yes, please explain: _____			
<hr/>			
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?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(b) Have any improvements or alterations to the Unit, whether by you or by others, been made without obtaining required Association approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(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?	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
(d) Are any improvements located below the base flood elevation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(e) Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(f) Are there any open permits on the Unit that have not been closed by a final inspection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(g) If any answer to questions 4(b)-4(f) is yes, please explain: _____			
<hr/>			
5. Hazardous Substances			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(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: _____	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
<hr/>			
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: <u>Parking Space 224</u>	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller (CPM) (LBM) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
7. The Association			
(a) Is there any proposed change to the Association's governing documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(b) Is there any proposed plan to materially alter the common elements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(c) Is there any existing or threatened legal action by or against the Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(d) Has the Association ever been, or is it currently, involved in litigation or a claim over construction defects or defective building products?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(e) To your knowledge, is there any discussion of a conversion of the Condominium to something else?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(g) Has an increase in fees or assessments been approved but not yet implemented?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(h) Is any portion of the Association's property located in a special flood hazard area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(i) Is any portion of the Association's property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(k) Has there been any structural damage to any portion of the Association's property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(l) Has any additional structural reinforcement been added to any portion of the Associations' property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(m) Are there any rental restrictions by the Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>
(n) Are there any pet restrictions by the Association?	<input checked="" type="radio"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) If any answer to questions 7(a)-7(n) is yes, please explain: _____			
<u>There is a Dog policy</u>			

8. 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.

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

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Charles P Monnin / Charles P Monnin Date: 02/01/2024
 (signature) (print)

Seller: Lynn B Monnin / Lynn B Monnin Date: 02/05/2024
 (signature) (print)

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

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

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

Seller (CPM) (LBM) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

Electronically Signed using eSignOnline™ [Session ID : 0c835353-491d-4271-9b53-aab750344300]

Property Assessed Clean Energy (PACE) Lien Disclosure

Re: 7231 Miami Lakes Drive #C20, Miami Lakes, FL 33014 ("Property").
(Print Property Address)

A PACE loan (made to finance qualifying improvements to residential and commercial property relating to energy efficiency, renewable energy or wind resistance) is repaid through the property owner's real estate tax bill as a non-ad valorem assessment. The lien of the PACE loan is a priority lien, which typically has automatic first lien priority over previously and subsequently recorded mortgages on the Property. Sellers MUST disclose the existence of a PACE lien prior to the execution of a Contract for Sale and Purchase of a Property. While property taxes are legally transferrable when a sale or refinance occurs, most mortgage lenders require a full payoff of the PACE lien at the time of closing of a sale of the Property.

Therefore, at or before the time a Buyer executes a contract for the sale and purchase of any property for which a non-ad valorem assessment is levied and has an unpaid balance due under section 163.08, Florida Statutes, the Seller shall give the prospective Buyer a written disclosure statement in the following form:

**Qualifying Improvements for energy efficiency,
renewable energy, or wind resistance.**

The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

CPM Initials I (We)/Seller(s) attest that I (We) have not applied for, nor is the Property subject to, a PACE home improvement lien.

_____ Initials I (We)/Sellers attest and disclose that there is a PACE lien on the Property. I (We) shall provide all necessary documentation and cooperate with Buyer(s), the closing agent and/or title insurer in order to pay-off and ultimately satisfy such lien at or following the closing transaction for the Property.

Charles P Monnin

Seller

Date: 02/01/2024

Lynn B Monnin

Seller

Date: 02/05/2024

Buyer

Date: _____

Buyer

Date: _____

**Comprehensive Rider to the
Residential Contract For Sale And Purchase**

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

BERKSHIRE HATHAWAY
HomeServices
EWM Realty

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Charles P Monnin & Lynn B Monnin (SELLER) and _____ (BUYER) concerning the Property described as 7231 Miami Lakes Drive #C20, Miami Lakes, FL 33014

Buyer's Initials _____ Seller's Initials CPM LBM

A. CONDOMINIUM RIDER

1. CONDOMINIUM ASSOCIATION APPROVAL:

The 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 Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the 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 shall terminate 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 Association (CHECK ONE): has does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such 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. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) 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 process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate 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, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are
 \$ 417.20 payable (CHECK ONE): monthly quarterly semi-annually annually
 and if more than one Association assessment
 \$ _____ 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

A. CONDOMINIUM RIDER (CONTINUED)

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

- (b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

- (c) Special Assessments and Prorations:

- (i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: _____

- (ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

- (iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

- (iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

- (v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

- (vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (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 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 Association's vote to forego such retrofitting.

5. NON-DEVELOPER DISCLOSURE: (CHECK ONE):

(a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 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, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION 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 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

A. CONDOMINIUM RIDER (CONTINUED)

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 INFORMATION 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:

Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer (**CHECK ONE**): requests does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. BUYER'S RECEIPT OF DOCUMENTS:

(**COMPLETE AND CHECK ONLY IF CORRECT**) Buyer received the documents described in Paragraph 5, above, on _____.

8. 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) # 224 Garage # _____ Other: _____

9. 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.

10. GOVERNANCE FORM; MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY:

(a) GOVERNANCE FORM: Pursuant to Chapter 718, F.S., Buyer is entitled to receive from Seller a copy of the governance form in the format provided by the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, summarizing governance of condominium associations.

(b) MILESTONE INSPECTION REPORT SUMMARY: Pursuant to Section 718.503(2)(a)5, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the inspector-prepared summary of the milestone inspection report, as described in Sections 553.899 and 718.301(4)(p), Florida Statutes, if (1) applicable and (2) the summary has been submitted to the Association.

(c) STRUCTURAL INTEGRITY RESERVE STUDY: Pursuant to Section 718.503(2)(a)6, F.S., Buyer who has entered into this Contract is entitled, at Seller's expense, to receive from Seller, before the sale of the Property, a copy of the Association's most recent structural integrity reserve study or a statement that the Association has not completed a structural integrity reserve study.

Comprehensive Rider to the Residential Contract For Sale And Purchase

BERKSHIRE HATHAWAY
HomeServices
EWM Realty

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If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Charles P Monnin & Lynn B Monnin (SELLER) and _____ (BUYER) concerning the Property described as 7231 Miami Lakes Drive #C20, Miami Lakes, FL 33014

Buyer's Initials _____ Seller's Initials CPM LBM

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)

- CPM LBM (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.
- CPM LBM (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)

- CC (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.

<u>Charles P Monnin</u>	<u>02/01/2024</u>	_____	_____
SELLER	Date	BUYER	Date
<u>Lynn B Monnin</u>	<u>02/05/2024</u>	_____	_____
SELLER	Date	BUYER	Date
<u>Lynley Ciorobea</u>	<u>01/31/2024</u>	_____	_____
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.



Cypress Village Condominium Association Newsletter

September 15, 2023

**THIS NEWSLETTER CONTAINS IMPORTANT INFORMATION –
PLEASE READ ALL PAGES**

Introduction

Welcome, the Cypress Village Board of Directors hopes you enjoyed the summer and are staying cool.

* The current Board of Directors consists of four new members and two members who were on the board last year, this is their second year on the board.

Background

- Cypress Village is a condominium association governed by both the association's by-laws and the Florida Statute 718.
- Sources of revenue: the only sources of revenue that Cypress Village receives are the unit owner's monthly maintenance and laundry income generated from the use of the laundry facilities.
- An annual budget is prepared in November and approved by the Board of Directors for the following calendar year.

Financial Status

Where does your money go? A budget is a financial estimate and is based on historical data and expected expenditures. Attached is the budget for the current year (January-December 2023).

- The current budget is tight and even with the increase in 2023, it has not been sufficient to pay for the expenses and adequately fund reserve accounts as mandated by law nor replenish the monies taken from the reserves to cover cost such as the increase in insurance and the unplanned smoke test required by the county.
- The line highlighted in yellow at the bottom of the budget titled "*Contribution to Reserves*" is mandated by law. Reserves are basically a savings account used to pay for expenditures not covered by the monthly operating budget.

CPM LBM

Examples include repairing or replacing roofs, painting, paving of the parking lot, maintenance of the clubhouse, repairing storm drains, repair of the pools and tennis courts, maintenance of the elevator, and other items.

When the current Board of Directors started in January of this year (January 2023), we were shocked to see that our reserve account was negative. As of December 31, 2021, the reserve account was owed \$673,172 from the operating account. This means that prior boards were

NOT contributing funds to the reserve account as required by law and were using the funds to pay fixed-monthly expenses.

- Florida Statute 718 requires that an association with maintenance funds as large as Cypress Village to have an independent Certified Public Accountant perform an audit of the association's funds.
- The 2020 calendar year audited financial statements were not completed until summer 2022 and the 2021 calendar year audited financial statements were not completed until June 2023. The current board has been pushing to get these audits completed as required by law. The draft of the 2022 calendar year audited financial statements was received last week and is being reviewed.

Condition of the Buildings, Roofs, and Balconies

- The current condition of many of Cypress Village's buildings requires maintenance, repairs, and/or replacement of certain components, including but not limited to the balconies and roofs. In anticipation of the 50 Year Recertification (discussed below), this board hired an engineering firm to provide an initial assessment of Cypress Village's physical condition. The initial feedback from the engineers is that certain balconies and other portions of the association's buildings require some remediation, which will require the association to hire a contractor to perform the work.

Insurance Renewal

- If you watch the news, you know many property insurance companies have left or are leaving the State of Florida. A few weeks ago, we received a Notice of Non-Renewal from Citizens, our insurance company. Our current insurance policy expires in October. Citizens Property Insurance has informed our agent that Cypress Village has roofs that are deteriorated and are high-risk and Citizens is not required to accept all properties. Non-action on the part of prior boards for not maintaining our property is now possibly prohibiting us from obtaining insurance.
- The board has been working with our insurance agent in an attempt to obtain insurance. To date, no private insurance companies are willing to accept Cypress Village. Our insurance agent has informed us that if Citizens agrees to insure Cypress Village, we will have to demonstrate to Citizens a plan to replace some roofs. Currently, Cypress Village does not have the funds, and this will result in a special assessment. Our agent has informed us that if Citizens does agree to insure Cypress Village, we should expect a large increase in premium for the coming year. This increase will be included in next year's budget.

LBM CPM

Sewer Inspection and Smoke Test

- At our board meeting on June 23, 2023, the board was dismayed to learn of a violation for the failure to perform a water flow inspection and smoke test mandated every 10 years by Miami-Dade County Department of Regulatory and Economic Resources. This expense was not allocated in the current budget. The test was recently completed in July of 2023, and we are awaiting the final results. Costs are approximately \$36,000 to date.

Building Re-certification

- Required by the Code of Miami-Dade County and the Town of Miami-Lakes – Code of Miami-Dade County Section 8-11(f) requires both Electrical and Structural Inspections by licensed engineers. These inspections are required to be conducted every 10 years.
- The current board has hired both electrical and structural engineers to prepare for the required building re-certification.
- From the Town of Miami Lakes website: *To get a 40 year re-certification, the owner of the building or structure shall provide within ninety (90) days of Notice of Required Inspection, a written report to the Town's Building Official, prepared by a professional engineer or architect registered in the State of Florida, certifying that such building or structure is structurally and electrically safe for the specified use for continued occupancy with the minimum inspection procedural guidelines as issued by the Board of Rules and Appeals. If repairs, or modifications are found to be necessary resulting from the recertification inspection, the property owner shall have a total of 150 days from the date of Notice of Required Inspection in which to complete indicated repairs.*
- Additionally, the re-certification requires a parking lot illumination test and modifications if required.
- The Board of Directors is currently in the process of obtaining all necessary information and creating a budget for the building re-certification. In order to fund the re-certification, a special assessment will be required.

Status of Hurricane Irma Lawsuit

- Cypress Village is pursuing a claim against Citizens Property Insurance in connection with damages from Hurricane Irma (September 2017). The board met with the attorney handling this case. Per the attorney this case is still pending in the Dade County Circuit Court, at this time it is impracticable to estimate any outcome of this case.

SBA Loan

- In 2018 the prior board obtained a 30-year loan from the United States Small Business Administration in the amount of \$924,200. These funds were used to repair or replace property damage suffered due to Hurricane Irma. This is debt that must be paid by Cypress Village. The balance on the loan as of December 31, 2021, was \$902,392.

Recent Accomplishments – from January to now the current board has accomplished the following:

- Replacement of Roof on buildings H and a portion of G.
- Contracted for larger and additional trash dumpsters by buildings H and J.
- Contract with New Landscaping company -
- Hired engineers to conduct preliminary review for building recertification in accordance with the Code of Miami-Dade County and Town of Miami Lakes.
- Replaced Air Conditioning Unit in Clubhouse, prior AC Unit was more than 40 years old.
- Conducted the sewer smoke test as required by Miami-Dade County.
- Communicated with insurance agent many times regarding renewal of condo insurance.
- Addressed Violation letter issued by the Town of Miami Lakes.
- Removed a number of trees that posed a hazard to the buildings, reduced the height of shrubs, and removed old tree stumps.

Stay Informed - We encourage all unit owners to attend the Board of Director's meetings which are posted in the community prior to the meetings in accordance with Florida Statute requirements.

In conclusion, this board takes any increase in maintenance and/or Special Assessment very seriously and have been taking extraordinary steps to attempt to mitigate the impact to the owners, but it must be made clear that additional attention to our community's maintenance and upkeep needs are required.

Sincerely,

The Cypress Village Board of Directors

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Cypress Village Condominium Association, Inc

Budget 2023- Januray 1st thru December 31st 2023

Account	Description	2023 Budget	2022 Budget
Operating Accounts			
Income Accounts			
40-4000-00	Assessments	\$1,711,523.49	\$1,333,920.12
40-4100-00	Laundry Income	\$35,820.00	\$35,820.00
Income Accounts Total		\$1,747,343.49	\$1,369,740.12
Expense Accounts			
		2023	2022
50-5000-00	Management Contract	\$34,493.28	\$34,493.28
50-5005-00	Professional Fees	\$7,800.00	\$7,800.00
50-5010-00	Office Supplies	\$2,000.00	\$2,000.00
50-5020-00	Printing & Postage	\$1,160.00	\$1,160.00
50-5040-00	Acctg Audit & Tax Preparation	\$4,200.00	\$4,200.00
50-5045-00	Legal Services	\$5,000.00	\$5,000.00
50-5050-00	Insurance Package	\$425,000.00	\$254,731.00
50-5070-00	Bank Charges	\$300.00	\$300.00
50-5075-00	Filing Fees	\$61.25	\$61.25
53-5300-00	Landscape Contract	\$45,600.00	\$28,800.00
53-5330-00	Shrub & Tree Maintenance	\$30,000.00	\$6,600.00
53-5350-00	Irrigation Repairs	\$40,000.00	\$1,800.00
57-5710-00	Electricity	\$31,600.00	\$31,600.00
57-5720-00	Gas	\$5,900.00	\$5,900.00
57-5750-00	Water & Sewer	\$277,000.00	\$277,000.00
57-5760-00	Trash	\$59,837.00	\$56,460.00
57-5770-00	Telephone	\$7,800.00	\$7,800.00
60-6010-00	Pool Repairs & Maint	\$9,400.00	\$9,400.00
60-6015-00	Payroll/Taxes	\$214,000.00	\$214,000.00
60-6020-00	All Permits and Fees	\$3,600.00	\$3,600.00
65-6500-00	General Repairs & Maint	\$18,000.00	\$10,932.00
65-6505-00	Materials & Supplies	\$65,784.00	\$65,784.00
65-6530-00	Roof Repair	\$30,000.00	\$30,000.00
65-6550-00	Security Services	\$119,040.00	\$119,040.00
65-6555-00	Fire Alarm Services	\$13,560.00	\$13,560.00
65-6560-00	Fire Prevention & Protection	\$1,882.00	\$1,882.00
65-6570-00	Plumbing	\$65,532.00	\$65,532.00
65-6575-00	Elevator Expense	\$9,672.00	\$9,672.00
65-6580-00	Electrical Repairs & Maint	\$9,600.00	\$9,600.00
65-6590-00	HVAC Repairs & Maintenance	\$1,220.00	\$1,220.00
65-6640-00	Pest Control	\$5,905.00	\$5,905.00
65-6705-00	Golf Car Repairs	\$1,411.00	\$1,411.00
65-6799-00	Contingency/SBA Loan	\$45,600.00	\$0.00
70-7000-00	Contribution to Reserves	\$155,385.96	\$82,496.59
Expense Accounts Total		\$1,747,343.49	\$1,369,740.12
Operating Accounts Net		\$0.00	\$0.00

Jose Armas
Frank Ray
DL

11/14/22

CPM LBM



The Capin Group

December 12, 2023

Dear Unit Owner:

We are pleased to announce that effective January 1, 2024 The Capin Group will be the new management company for Cypress Village Condominium Association.

The Capin Group offices are open from Monday through Friday 9:00 a.m. to 4:00 p.m. For After hour emergencies you may contact our office and follow the prompts. Please make sure to include in your message your name, name of the association, nature of the emergency, phone number, and address. We will respond to the message as soon as possible.

Once the transition has been done and all banking updates completed, we will notify all owners on how to proceed with ACH and/or online payments. In the meantime, we as that you please forward your monthly maintenance payments to our address:

Cypress Village Condominium Association
c/o The Capin Group
7787 NW 146th Street
Miami Lakes, FL 33016

Please make your payments payable to Cypress Village Condominium Association and do not forget to write your account number on your check.

Attached please find the approved budget for 2024. As you will see there is an increase in your monthly assessment.

With this letter we have enclosed an Owner Information sheet for you to complete and return. The information sheet is required to accurately update your records and to be used in case of an emergency. Please submit this form via email, fax or mail to our office.

We assure you that we, at The Capin Group, are committed to providing you with the highest quality of service. We thank you in advance for your patience and cooperation during this transition period.

Sincerely,

Barbara Fandiño-Capin, CAM
President of The Capin Group
Property Manager for Cypress Village Condominium Association

7787 NW 146 Street | Miami Lakes, FL 33016
Toll Free: 888.326.9188 | Office: 786.433.3700 | Fax: 786.433.3702
info@thecapingroup.com

CPM

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**CYPRESS VILLAGES CONDOMINIUM ASSOCIATION, INC
RESERVES AND SHARES CALCULATIONS - YEAR 2024**

DESCRIPTION	ESTIMATED		ESTIMATED COST	AVAIL. FUNDS 12/23	BALANCE TO FUND	ANNUAL FUNDING	PARTIAL FUNDING 2023	PARTIAL FUNDING 2024
	USEFUL LIFE	AVAILABLE LIFE						
ROOFING	20	1	\$ 4,254,000.00	\$ -	\$ 4,254,000.00	\$ 4,254,000	\$ 98,500.00	\$ 98,500.00
PAINTING	10	2	\$ 412,000.00	\$ -	\$ 412,000.00	\$ 206,000	\$ 15,000.00	\$ 15,000.00
PAVING	20	5	\$ 245,000.00	\$ -	\$ 245,000.00	\$ 49,000	\$ 12,500.00	\$ 12,500.00
TENNIS COURTS	8	1	\$ 40,000.00	\$ -	\$ 40,000.00	\$ 40,000	\$ 4,000.00	\$ 4,000.00
SWIMMING POOL	12	1	\$ 47,000.00	\$ -	\$ 47,000.00	\$ 47,000	\$ 5,000.00	\$ 5,000.00
CLUBHOUSE	45	2	\$ 93,392.00	\$ -	\$ 93,392.00	\$ 46,696	\$ 6,800.00	\$ 6,800.00
FIRE ALARMS	20	9	\$ 252,400.00	\$ -	\$ 252,400.00	\$ 28,044	\$ 4,285.00	\$ 4,285.00
STORM DRAINS	5	1	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 35,000	\$ 3,800.00	\$ 3,800.00
ELEVATOR	5	1	\$ 55,000.00	\$ -	\$ 55,000.00	\$ 55,000	\$ 1,500.00	\$ 1,500.00
RAILINGS	45	1	\$ 29,382.00	\$ -	\$ 29,382.00	\$ 29,382	\$ 4,000.96	\$ 4,000.96
Total			\$ 5,463,174.00	\$ -	\$ 5,463,174.00	\$ 4,790,122	\$ 155,385.96	\$ 155,385.96

Note: The reserve calculation is NOT based on a professional reserve analysis. The management recommends consulting a company specialized for this purpose.

Partial Funding \$ 12,948.83 Monthly

MAINTENANCE FEES WITH RESERVES			Partial Reserve	Partial Reserve
			Year 2023	Year 2024
0.3156	40	A	\$ 450.13	\$ 523.32
0.2516	88	B	\$ 358.85	\$ 417.20
0.2090	96	C	\$ 298.09	\$ 346.56
0.2730	88	D	\$ 389.37	\$ 452.68
0.1876	84	E	\$ 267.57	\$ 311.07
0.3368	16	F	\$ 480.37	\$ 558.47
TOTAL	412		\$ 1,426,269.96	\$ 1,658,170.44
			\$ 1,711,523.49	\$ 1,989,804.43

Dated: _____

Approved by: _____
Board of Directors

Note: The Management Company recommend a professional Reserve Study from the experts.

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Cypress Village Condominium Association, Inc.				
Proposed Budget January 1st, 2024 thru December 31st 2024				
Partial Reserves Included				
Account	Description	2023 Budget	2024 Budget	Monthly
Operating Accounts				
Income Accounts				
ASSESSMENT INCOME				
40-4000-00	Assessments	\$1,556,137.53	\$1,834,418.47	\$152,868.21
40-4030-00	Late Fees	\$0.00	\$0.00	\$0.00
40-4055-00	NSF Bank Fees	\$0.00	\$0.00	\$0.00
40-4070-00	Key Income	\$0.00	\$0.00	\$0.00
40-4100-00	Laundry Income	\$35,820.00	\$35,820.00	\$2,985.00
40-4300-00	Misc Income	\$0.00	\$0.00	\$0.00
40-4500-00	Interest Income - Operating	\$0.00	\$0.00	\$0.00
40-4510-00	Interest Income - Reserve	\$0.00	\$0.00	\$0.00
RESERVE INCOME				
80-8000-00	Reserve Income	\$155,385.96	\$155,385.96	\$12,948.83
New				
Income Accounts Total		\$1,747,343.49	\$2,025,624.43	\$168,802.04
Expense Accounts				
GENERAL & ADMINISTRATIVE				
50-5000-00	Management Contract	\$34,493.28	\$34,493.28	\$2,874.44
50-5005-00	Professional Fees	\$7,800.00	\$7,800.00	\$650.00
50-5015-00	Payroll Fees & Taxes	\$0.00	\$46,299.50	\$3,858.29
50-5020-00	Postage Expenses	\$1,160.00	\$3,000.00	\$250.00
50-5025-00	On-Site Office Expenses	\$2,000.00	\$2,700.00	\$225.00
50-5037-00	Employee Payroll	\$214,000.00	\$202,592.00	\$16,882.67
50-5040-00	Audit & Tax Preparation	\$4,200.00	\$4,200.00	\$350.00
50-5045-00	Legal Services	\$5,000.00	\$15,000.00	\$1,250.00
50-5050-00	Insurance Package	\$425,000.00	\$525,000.00	\$43,750.00
50-5057-00	Website	\$0.00	\$780.00	\$65.00
50-565-00	Bad Debt Expenses		\$20,000.00	\$1,666.67
50-5070-00	Bank Charges	\$300.00	\$300.00	\$25.00
50-5075-00	Filing Fees	\$61.25	\$61.25	\$5.10
50-5085-00	Licenses & Permits	\$3,600.00	\$5,200.00	\$433.33
LANDSCAPING				
53-5300-00	Landscape Contract	\$45,600.00	\$47,880.00	\$3,990.00
53-5330-00	Shrub & Tree Maintenance	\$30,000.00	\$45,000.00	\$3,750.00
53-5350-00	Irrigation Repairs	\$40,000.00	\$45,000.00	\$3,750.00
UTILITIES				
57-5710-00	Electricity	\$31,600.00	\$31,600.00	\$2,633.33
57-5720-00	Gas	\$5,900.00	\$8,095.00	\$674.58
57-5740-00	Cable/Internet/telephone	\$7,800.00	\$7,327.00	\$610.58
57-5750-00	Water & Sewer	\$277,000.00	\$326,161.00	\$27,180.08
57-5760-00	Trash/Bulk Pick Up	\$59,837.00	\$68,800.44	\$5,733.37
AMENITIES				
60-6010-00	Pool Maint	\$9,400.00	\$13,800.00	\$1,150.00
REPAIRS & MAINTENANCE				
65-6500-00	General Repairs & Maint	\$18,000.00	\$18,000.00	\$1,500.00
65-6505-00	Materials & Supplies	\$65,784.00	\$50,000.00	\$4,166.67
65-6530-00	Roof Repair	\$30,000.00	\$25,000.00	\$2,083.33
65-6550-00	Security Patrol	\$119,040.00	\$119,040.00	\$9,920.00
65-6560-00	Fire Prevention & Protection	\$15,442.00	\$20,000.00	\$1,666.67
65-6570-00	Plumbing	\$65,532.00	\$65,532.00	\$5,461.00
65-6575-00	Elevator Expense	\$9,672.00	\$9,672.00	\$806.00
65-6580-00	Electrical Repairs & Maint	\$9,600.00	\$6,000.00	\$500.00
65-6590-00	HVAC Repairs & Maintenance	\$1,220.00	\$1,000.00	\$83.33
65-6640-00	Pest Control	\$5,905.00	\$5,905.00	\$492.08
65-6670-00	Golf Cart Expense	\$1,411.00	\$5,000.00	\$416.67
65-6799-00	Contingency	\$0.00	\$30,000.00	\$2,500.00
RESERVE CONTRIBUTIONS				
70-7000-00	Reserve Contributions	\$155,385.96	\$155,385.96	\$12,948.83
70-7015-00	Loan Amortization/SBA	\$45,600.00	\$54,000.00	\$4,500.00
New				
Expense Accounts Total		\$1,747,343.49	\$2,025,624.43	\$168,802.02
Operating Accounts Net		\$0.00	\$0.00	\$0.02

Dated: _____

Approved by: _____
Board of Directors

Note: The Management Company recommend a professional Reserve Study from the experts.

LBM CPM