

# Opendoor Addendum

This **ADDENDUM** ("Addendum") modifies the **PURCHASE AND SALE CONTRACT** (the "Contract") dated \_\_\_\_\_ between Seller and Buyer (collectively, the "Parties") with respect to the real property commonly known as 7614 SW 80th St, Ocala, FL 34476 (hereinafter, "Property"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Contract. In the event of any conflict with the terms in the Contract, the terms of this Addendum shall control to the full extent permitted by law.

## 1. REPRESENTATION

Seller is represented by Opendoor Brokerage LLC ("Opendoor Brokerage"), a subsidiary of Opendoor Labs Inc. and an affiliate of Seller, in this transaction. Buyer understands and agrees that Opendoor Brokerage has NO BROKERAGE RELATIONSHIP with the Buyer.

Some of the employees of Seller or its affiliates, including Seller's authorized signer, may be licensed real estate agents, brokers, or salespeople in the State where the Property is located.

If Buyer changes representation after the execution of this Addendum, it may impact the promotions for which Buyer is eligible. Promotion terms and conditions are located at [opendoor.com/terms](https://opendoor.com/terms).

## 2. SECURITY SYSTEM AND LOCK

The Parties agree that the security system and electronic door lock do not convey. The electronic lock will be replaced with a standard door lock before close.

## 3. AFFILIATED BUSINESS DISCLOSURE

Buyer agrees to review and sign the Affiliated Business Arrangement Disclosure provided by Seller.

## 4. EXPIRATIONS

For any expiration date or deadline in the Contract that ends on a Saturday, Sunday, or state or national holiday, the date will be automatically extended to 5:00 p.m. the next business day.

## 5. EXTENSIONS

The Parties agree that time is of the essence and expressly waive any provisions in the Contract that grant either party the right to unilaterally change any previously agreed upon date. All extensions shall be by mutual written agreement between the Parties.

## 6. ASSIGNABILITY

The Contract may not be assigned by Buyer unless (a) the transfer of Buyer's interest in the Contract is to an entity in which Buyer holds a legal interest, such as a partnership, trust, limited liability company, or corporation or (b) Seller provides prior written consent. Any such assignment will not release Buyer of its obligations to Seller.

## 7. BREACH AND REMEDY

If Buyer is in breach of the Contract, Seller's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

If Seller is in breach of the Contract, Buyer's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.



**8. SOLAR ENERGY SYSTEM (IF ANY)**

If applicable, any solar energy system (including all related panels, accessories, and equipment) present on the Property is sold **AS-IS**. The Seller makes no warranties or guarantees regarding the functionality, efficiency, or condition of any solar energy system.

**9. DISBURSEMENTS**

The Parties agree to release Escrow Agent from any and all claims related to disbursements authorized by the foregoing sections of this Addendum.

Brad Bonney 05/04/2025  
Seller Signature Date

authorized signer on behalf of Opendoor Property Trust I

\_\_\_\_\_  
Buyer Signature Date

\_\_\_\_\_  
Buyer Signature Date



# Opendoor

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:  
From: Opendoor Labs Inc. and its affiliates identified below  
Property: 7614 SW 80th St, Ocala, FL 34476  
Date:

This is to give you notice that Opendoor Labs Inc. ("Opendoor") has a business relationship with (i) Opendoor Brokerage LLC, Opendoor Brokerage Inc., OD Homes Brokerage Inc., and Tremont Realty LLC d/b/a Opendoor Connect (collectively, the "Opendoor Brokerages"); (ii) OS National LLC, OS National Alabama LLC, OSN Texas LLC, OSN Title Company, and OSN Escrow Inc. (collectively, the "OSN Entities"); (iii) Title Resources Guaranty Company; (iv) Mainstay Brokerage LLC and Mainstay Brokerage Inc. (collectively, the "Mainstay Brokerages"); and (v) Mainstay National Title LLC and Mainstay National Title Alabama LLC (together, the "Mainstay National Entities" and collectively with the Opendoor Brokerages, OSN Entities, Title Resources Guaranty Company, and Mainstay Brokerages, the "Affiliates"). Specifically, Opendoor is the ultimate owner of the Opendoor Brokerages and the OSN Entities, and is an indirect, partial owner of Title Resources Guaranty Company, the Mainstay Brokerages, and the Mainstay National Entities. Additionally, Lennar Corporation has an indirect ownership interest in Title Resources Guaranty Company. Because of these relationships, this referral may provide Opendoor and/or its Affiliates a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the Affiliates as a condition for the purchase, sale, or refinance of the subject property. The services of one or more of the Affiliates may not be available in the location of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Provider and Settlement Service</i></b>	<b><i>Charge or Range of Charges</i></b>
<b>Opendoor Brokerages and Mainstay Brokerages:</b> Residential real estate brokerage services	<b><i>BROKERAGE FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE</i></b>
Real Estate Fees	0 - 6% of purchase price
<b>OSN Entities:</b> Title insurance for owner's and/or lender's coverage; settlement and closing services	For a detailed quote for your home, please visit <a href="https://osnational.com/get-a-quote">osnational.com/get-a-quote</a>
Owner Title Policy Premium	\$0 - \$5,000
Lender Title Policy Premium	\$0 - \$5,000
Other Endorsements	\$0 - \$1,000 per endorsement
Escrow/Closing Services	\$0 - \$4,000
Loan Closing Services	\$0 - \$350

{continued on next page}

# Opendoor

<b>Provider and Settlement Service</b>	<b>Charge or Range of Charges</b>
<b>Title Resources Guaranty Company:</b> Title insurance for owner's and/or lender's coverage; settlement and closing services  Owner Title Policy Premium Lender Title Policy Premium Other Endorsements Escrow/Closing Services	  \$0 - \$5,000 \$0 - \$5,000 \$0 - \$1,000 per endorsement \$0 - \$4,000
<b>Mainstay National Entities:</b> Title insurance for owner's and/or lender's coverage; settlement and closing services  Owner Title Policy Premium Lender Title Policy Premium Other Endorsements Escrow/Closing Services Loan Closing Services	For a detailed quote for your home, please visit <a href="https://mainstaynationaltitlellc.com">https://mainstaynationaltitlellc.com</a>  \$0 - \$5,000 \$0 - \$5,000 \$0 - \$1,000 per endorsement \$0 - \$4,000 \$0 - \$350
This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits chosen, whether you are the purchaser or seller, as well as other requested terms, unusual market conditions, government regulation, property location, and similar factors. This disclosure statement does not account for fees paid or payable to third party service providers.	

## ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Opendoor and/or its Affiliates are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 Opendoor Property Trust I (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as 7614 SW 80th St, Ocala, FL 34476

Buyer's Initials \_\_\_\_\_

Seller's Initials BB

## 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)

BB

(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.

BB

(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)

BB

(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.

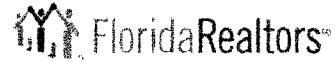
Brad Bonney 6/27/25  
SELLER Date  
Brad Bonney, authorized signer on behalf of Opendoor Property Trust I  
Karen Albright 6/27/25  
SELLER Date  
Listing Licensee Date

\_\_\_\_\_  
BUYER Date  
\_\_\_\_\_  
BUYER 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.

## Conveyances to Foreign Buyers Addendum

For new Florida law effective July 1, 2023



The following is made part of the Contract (CHECK ONE):

- ☒ "AS IS" Residential Contract for Sale and Purchase ("AS IS FR/BAR")
- ☐ Residential Contract for Sale and Purchase ("FR/BAR")
- ☐ Contract for Residential Sale and Purchase ("CRSP")
- ☐ Commercial Contract
- ☐ Vacant Land Contract

between Opendoor Property Trust I ("Seller")  
and \_\_\_\_\_ ("Buyer")  
concerning 7614 SW 80th St. Ocala, FL 34476  
\_\_\_\_\_. ("Property").

### ATTENTION: SELLER AND BUYER

**CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

**At time of purchase, Buyer must provide a signed affidavit which complies with the requirements of the Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

Brad Bonney authorized signer on behalf of  
Seller Opendoor Property Trust I

05/04/2025  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

## Flood Disclosure



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, Opendoor Property Trust I, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 7614 SW 80th St, Ocala, FL 34476

Seller, please check the applicable box in paragraphs (1) and (2) 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 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.
- (2) Seller ☐ has ☒ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) 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: Brad Bonney authorized signer on behalf of Opendoor  
Property Trust I

Date: 05/04/2025

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Copy provided to Buyer on 06 / 27 / 2025 by ☒ email ☐ facsimile ☐ mail ☐ personal delivery.

**No Brokerage Relationship Disclosure**  
FLORIDA ASSOCIATION OF REALTORS®

**NO BROKERAGE RELATIONSHIP NOTICE**

**FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.**

As a real estate licensee who has no brokerage relationship with you, Marion County Political Subdivision  
of the State of Florida and its associates

owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

Copy returned to **Customer** on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by: ☐ personal delivery ☐ mail ☐ E-mail ☐ facsimile.

This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

## Seller's Property Disclosure – Residential



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

**Notice to Seller:** Florida law<sup>1</sup> 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 12 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.

**Seller** makes the following disclosure regarding the property described as: \_\_\_\_\_ (the "Property")  
**7614 SW 80th St, Ocala, FL 34476**

The Property is ☐ owner occupied ☐ tenant occupied ☒ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? Seller has never occupied this property)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>1. Structures; Systems; Appliances</b>			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____			
<u>(b) No seawall or dockage present. (c) Installed new 40 gallon electric water heater in April 2025.</u>			
<b>2. Termites; Other Wood-Destroying Organisms; Pests</b>			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) If any answer to questions 2(a) – 2(b) is yes, please explain: _____			
<b>3. Water Intrusion; Drainage; Flooding</b>			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) If any answer to questions 3(a) – 3(d) is yes, please explain: _____			

<sup>1</sup> Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller (BB) and Buyer ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 4  
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>4. Plumbing</b>			
(a) What is your drinking water source? <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Do you have a water treatment system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?			
(d) Do you have a <input type="checkbox"/> sewer or <input checked="" type="checkbox"/> septic system? If septic system, describe the location of each system: <u>Unknown</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: <u>(f) Replaced well components (1hp pump, foot valve and leather package, 35 gallon pressure tank) by InLine Construction in June 2025.</u>			
<b>5. Roof and Roof-Related Items</b>			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) The age of the roof is <u>Less than 1 year</u> years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: <u>Roof: Replaced roof in May 2025</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6. Pools; Hot Tubs; Spas</b>			
<b>Note:</b> Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input checked="" type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input checked="" type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>7. Sinkholes</b>			
<b>Note:</b> When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Seller BB and Buyer ( ) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 4  
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Sample FL

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>8. Homeowners' Association Restrictions; Boundaries; Access Roads</b>			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) <b>Notice to Buyer:</b> If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<hr/>			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: <u>(c) Shared fences</u>			
<hr/>			
(h) For information purposes only- The county is interested in purchasing this property due to a road development - this home may fall into an eminent domain situation			
<hr/>			
<b>9. Environmental</b>			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____ (a) Home was built prior to 1978 - See Lead Based Paint Addendum.			
<hr/>			
<b>10. Governmental, Claims and Litigation</b>			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seller BB and Buyer ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 4  
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Sample FL

- (f) Are there any zoning violations or nonconforming uses? ☐ ☒ ☐
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property? ☐ ☒ ☐
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? ☐ ☒ ☐
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property? ☐ ☐ ☒
- (j) Are any improvements located below the base flood elevation? ☐ ☐ ☒
- (k) Have any improvements been constructed in violation of applicable local flood guidelines? ☐ ☒ ☐
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits? ☐ ☒ ☐
- (m) Are there any active permits on the Property that have not been closed by a final inspection? ☐ ☒ ☐
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? ☐ ☒ ☐
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: \_\_\_\_\_
- \_\_\_\_\_
- (p) Is the Property located in a historic district? ☐ ☐ ☒
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district? ☐ ☐ ☒
- (r) Are there any active or pending applications or permits with a governing body over the historic district? ☐ ☐ ☒
- (s) Are there any violations of the rules applying to properties in a historic district? ☐ ☐ ☒
- (t) If the answer to 10(q) - 10(s) is yes, please explain: \_\_\_\_\_
- \_\_\_\_\_

**11. 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.**

12. ☐ (If checked) **Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, 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: Brad Bonney / Authorized Signer on Behalf of Date: 06-09-2025  
 (signature) (print) Opendoor Property Trust I  
 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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