



INSPECTION NOTICE BUYER'S ELECTION AND SELLER'S RESPONSE



BUYER: Michael G. Costabile & Susan M. Costabile

SELLER: LESLIE ROLLINS

PROPERTY: 5420 WORTHINGTON LN - U2-104, NAPLES, FL 34110

PART 1. NOTICE TO SELLER OF DEFECTIVE INSPECTION ITEMS ON THE PROPERTY: BUYER hereby gives notice of the following identified Defective Inspection Items for which BUYER makes BUYER's Election in Part 2. This notice is accompanied by a complete copy of any inspection report(s) documenting the said Defective Inspection items.

- ☒ **List of Systems and Equipment not in Working Condition:** The specific Systems and Equipment items that are not in Working Condition are shown on the attached List.
- ☒ **Radon Gas or Lead-Based Paint Inspection Report(s):** The presence of radon gas at a level at above EPA action levels (4.0 picocuries per litre of air), or the presence of lead-based paint or lead based paint hazards on the Property (pre-1978 housing).
- ☐ **Wood-Destroying Organisms Report:** Active infestation and/or visible damage caused by wood-destroying organisms on the Property.
- ☐ **Toxic or Pathogenic Molds:** The presence of toxic or pathogenic molds within the interior of the dwelling(s) exceeding the levels of such molds measured upon the exterior of the Property.
- ☐ **Unpermitted Improvements; Non-Conforming Structures; Open Permits; Code Violations:** The existence of unpermitted improvements, non-conforming structures, open permits, or code violations related to the Property.
- ☒ **Other Defective Inspection Item Reports.** Specify: See attached addendum to inspection notice - repair list

PART 2. BUYER'S ELECTION: BUYER elects the following [SELECT ONE]:

- ☐ **A. Credit at Closing:** Receive a credit from SELLER at closing in an amount of \$ _____, which is equivalent to the estimated costs of Remedial Action for the identified Defective Inspection Items, as evidenced by the attached written estimates/proposals issued to BUYER by parties appropriately licensed to perform said Remedial Action. **OR**
- ☒ **B. Remedial Action:** Have SELLER perform and complete Remedial Action with respect to the identified Defective Inspection Items. **OR**
- ☐ **C. Combination:** _____

<u>Michael G. Costabile</u>	<u>04/26/2018</u>	<u>Susan M. Costabile</u>	<u>04/26/2018</u>
(Buyer's Signature)	<u>Michael G. Costabile</u>	(Buyer's Signature)	<u>Susan M. Costabile</u>
	(Date)		(Date)

PART 3. SELLER'S RESPONSE: SELLER notifies BUYER as follows [SELECT ONE]:

- ☐ **A. Acceptance of Buyer's Election:** SELLER accepts and agrees to BUYER's Election in Part II above. **OR**
- ☒ **B. Rejection of Buyer's Election:** SELLER rejects BUYER's Election. **OR**

☒ **C. Counter to Buyer's Election:** 100% credit at closing. Condo sold as is with CFI's fixed

NOTE: If SELLER responds with B or C as to any Defective Inspection Item(s), BUYER may terminate the Sales Contract not later than 5 days after the earlier of (i) Buyer's receipt of the SELLER's Response, or (ii) the SELLER's Response Deadline.

<u>[Signature]</u>	<u>4/26/18</u>		
(Seller's Signature)	<u>LESLIE ROLLINS</u>	(Seller's Signature)	(Date)
	(Date)		