

RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



1	THIS R	ENTAL LISTING CONTRACT (this "Contract") is made and entered into on {Insert Date}
2	betwee	n: ("LANDLORD") Margaret J Dusb) and
3	("BRO	(ER") Ke-cating Associates
4	1. <u>P</u> F	REMISES/PROPERTY: For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the
5	premise	as having the following street address: 1303 Nu ples Louice Dr
6		pplicable, together with Parking Space(s) (#), Garage(s) (#), Storage Locker(s) (#), and
7		ck(s) or Slip(s) (#) to which LANDLORD has an exclusive right of use and the right to rent (collectively, the "Premises"), legally
8	describe	ed as follows: Man Lake Unit Two Blich Lot 23.
9 10		RM OF LISTING: BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on ("Contract Commencement Date") and terminating on // / X
11	("Termir	nation Date"). The Contract Commencement Date shall be the date this Contract is signed by LANDLORD if no Contract Commencement
13	to pay B	inserted. The Termination Date shall be one (1) year from the Contract Commencement Date if no fixed date is inserted. LANDLORD agrees ROKER the agreed upon rental commission compensation for all rentals for the Premises (or portion thereof) procured under and during the
14	time of	this Contract, including rentals between LANDLORD and Tenant, all reservations, renewals, assignments, and transfers outside the
15		tion Date of this Contract, as per Paragraph 4B.
16		RMS OF RENTAL: BROKER'S exclusive right and authority to rent shall be for the following rental amount and terms, or upon any other
17		nount or terms to which LANDLORD may hereafter consent:
18 19	A.	Seasonal Rent: From: To: \$
		· · · · · · ·
20	В.	Off-Season Rent: From: To: \$
20 21	В.	Off-Season Rent: From: To: \$
	В. С.	Off-Season Rent: From:
21	_	Off-Season Rent: From:
21 22	C.	Off-Season Rent: From:
21 22 23	C. D.	Off-Season Rent: From:
21 22 23 24 25	C. D. E.	Off-Season Rent: From:
21 22 23 24 25 26	C. D. E. F.	Off-Season Rent: From:
21 22 23 24 25 26 27	C. D. E. F.	Off-Season Rent: From:
21 22 23 24 25 26 27 28	C. D. E. F.	Off-Season Rent: From:
21 22 23 24 25 26 27 28 29	C. D. E. F.	Off-Season Rent: From:
21 22 23 24 25 26 27 28 29 30	C. D. E. F.	Off-Season Rent: From:
21 22 23 24 25 26 27 28 29 30 31	C. D. E. F.	Off-Season Rent: From:
21 22 23 24 25 26 27 28 29 30 31	C. D. E. F.	Off-Season Rent: From:
21 22 23 24 25 26 27 28 29 30 31 32 33	C. D. E. F.	Off-Season Rent: From:

3					15		ection with "L" for LANDLORE	or "T" for Tenant. If s	pace is left bl	lank,
38		LANDLO		e required to pay for that item. (*A	= Annuai;		sonal.)			
	ITEM	سلېر.	<u>s</u>	<u>ITEM</u>	A	<u>s</u>	<u>item</u>		A	<u>s</u>
	Electric	+		Long Distance and Toll Calls			Golf Transfer Fee	\$		
	Basic Cable	0,		Exterior Pest Control			Pre-Occupancy Cleaning	\$ \$	_ 0	
	Sewer	7	_	Pool Maintenance			Post-Occupancy Cleaning	\$	- I	
	Water	1		Propane Pool Heat		inchesion.	Association Maintenance Fees	\$		
	Trash	0		Heat & A/C Filters	I		Association Tenant Security/ Common Area Deposit \$			
1	Lawn Care	\mathcal{Q}	_	Interior Pest Control	Q		Association Application Fee(s)	\$	\mathcal{Q}_{-}	
ı	Local Phone	<u>`</u>		Real Estate Taxes	Q		Pet Deposit	\$		
(Other			Rec. Lease Fee \$			Credit Application Fee	\$	- I	terrorrort.
(Other			Transfer Fee \$		-	BROKER Application Fee	\$	_ <i>‡</i>	
					ALL APPL	Y]: ¤́(((1) Tenant or 🗖 (2) LANDLO	ORD shall pay all cha	rges for hool	kup,
40				e above utilities except:						
41	4. <u>LAN</u>	DLORD'S	OBLIGA	TIONS: LANDLORD AGREE	<u>s:</u>					
42				compensation of [FILL IN THE						
43				% of all gross	rental inco	me, whe	ther procured by BROKER or	LANDLORD including a	advance rent,	
44	□ and \$_	as	set forth	in the rental agreement, or D	a fee of S			for BROKER's s	ervices, plus	any
45	federal, st	ate and lo	cal taxes	that may be due for BROKER	s services,	payable	as follows:	m Thill		·
46	B.	If a Tenar	t procure	ed hereunder enters into a ren	ewal rental	agreem	ent, extension agreement or n	ew rental agreement(s) of the Premi	ses
47							R shall be deemed the procuri			
48	compensa	ntion as pe	r Paragra	aph 4.A.				0.		_
49	C.	If the Pre	mises are	e sold to Tenant during the to	erm of the	rental o	r any renewal thereof, or with	in $\underline{70}$ days the	reafter, to pay	y at
50	closing to	the rea	estate	broker Compensation of			(c) % of	the purchase price	of the Propi	erty
51	□ and \$_			OR 🗆	a flat fee of	f \$		to BROKER.		
52	D.	TO PAY T	HE COM	IPENSATION TO BROKER W	HETHER 1	TENAN]	IS SECURED BY BROKER (OR BY ANY OTHER PI	ERSON AND	TO
53	REFER T	o broke	R ALL I	NQUIRIES ABOUT THE PR	EMISES, V	VHETH	ER THEY ARE FROM OTHE	R BROKERS, LICEN	SEES, OR A	NY
54	OTHER P									
55					ant during	the term	of the rental, to pay at closing	all unpaid portions of I	BROKER's rei	ntal
				erm of the rental.						
57			BROKE	ER access to the Premises 1	or the purp	pose of	inspection or presenting it to	prospective tenants	and/or buyers	at
	reasonable			e ala tha - Donasia a a facilitati a di	.44 1514	4. 4.				
59 en							e roofs, porches, windows, exte ting, air conditioning systems a			
61							also ensure that the Premise			
62							vorking smoke detector device			
				l agreement.	unouning (ilat a f	romany emone detector device	o lo motalide ar the	TOTHISCO GE	410
64					apter 83, F	Florida S	Statutes, as amended or supe	erseded, regarding the	handling of t	the
35	Security D			•	•			, 5	•	
66							ers' association documents as			
ŝ7			make pro	mpt application with the resp	ective asso	ciation(s	s) for approval, if required, and	(2) otherwise comply	with the rules	of
86	said assoc	٠,								
39							erty to assist the BROKER in n			
70							ot limited to any copyright or o			
							er's behalf, for use in marketing			
							gs, written descriptions, remar			
							LANDLORD further grants to B			
							all Marketing Materials suppli s provided by LANDLORD to E			
				er rights of any other person or		Marchigi	a brookings by EVIADEOUD ID E	A CONTINUO HOU AIDIGIG	or mininge up	OH.
7						s for the	Property are paid currently a	nd up to date and will r	emain so duri	na
•	the Contrac						that is a fame and and and			

79 5. BROKER'S OBLIGATIONS: BROKER AGREES:

80 A. To become informed about the Premises.

81

- B. To promote the Premises for rent as BROKER deems advisable.
- 82 C. To distribute such information regarding this Contract as BROKER deems advisable to other real estate brokers, and to cooperate with 83 other brokers in procuring a Tenant for the Premises.
- D. To promptly pay the procuring broker participating in the rental of the Premises after receipt by BROKER of the compensation provided for in Paragraph 4.A. of this Contract. BROKER has explained (1) BROKER's policy regarding cooperation with and compensation to other brokers, and (2) that Tenant agent(s) and broker(s), even if compensated by BROKER or LANDLORD, may represent the interests of a tenant. BROKER will offer a cooperating broker compensation [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT] in the amount of ________% of the rental amount _____ OR a flat fee of \$_______.
- 89 E. To keep LANDLORD informed as to the progress being made on renting of the Premises.
- F. INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH CASE]: LANDLORD agrees that the Property EL (1) may or (2) may not be displayed on the internet. LANDLORD acknowledges that if (2) above is selected, consumers who search the internet will not see information about the Property in response to their search. If the LANDLORD selects option (1) above, LANDLORD further agrees as follows: that the address of the Property EL (1) may or (2) may not be displayed on the internet, Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers, customers or clients (1) may not or (2) may display an automated estimated valuation of the Property on such websites, and (1) may not or (2) may enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the websites.
- 98 6. <u>AUTHORIZATION TO HANDLE FUNDS/DEFAULT:</u> BROKER is authorized to accept money deposited by Tenant, and if said deposit shall be 99 forfeited by the prospective Tenant, BROKER is entitled to one-half of said deposit, but not exceeding the total amount of BROKER's compensation, as BROKER's compensation.
- 101 7. <u>RENTAL NOT GUARANTEED:</u> LANDLORD understands that this Contract does not guarantee the rental of the Premises, but that it does guarantee that BROKER will make an earnest and continued effort to rent same until this Contract is terminated.
- 8. MISCELLANEOUS: LANDLORD acknowledges that LANDLORD has received a copy of this Contract. The laws of the State of Florida shall control with respect to the interpretation and enforcement of the provisions of this Contract. If any litigation or dispute arises out of this Contract, venue for resolution shall be in the county in which the Premises are located, with the prevailing party entitled to recover reasonable attorneys' fees and court costs relating thereto. This Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns. This Contract shall be enforceable upon execution by LANDLORD and BROKER. Thereafter, this Contract cannot be modified in any manner, except by an agreement in writing signed by LANDLORD and BROKER. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. References to singular parties shall include the plural where applicable.
- 111 9. LIMITATION OF LIABILITY: Except in the case of gross negligence or illegal acts by BROKER, LANDLORD agrees to hold BROKER harmless from all liability, damages, suits or claims in connection with any and all matters arising from or related to this Contract including, but not limited to, (A) injuries to person(s) or property suffered or sustained by any person(s), (B) if applicable, handling of the Security Deposit, rents, and payment of expenses and (C) if applicable, inspection of the Premises for damages caused by Tenant. If BROKER acts as Escrow Agent with respect to any funds hereunder, LANDLORD agrees to hold BROKER harmless from any negligent act or delivery, nondelivery or misdelivery of said escrow funds, and BROKER shall be liable only for gross negligence. In any suit between the LANDLORD and any tenant procured hereunder, BROKER may interplead the escrow funds into the registry of the Court, and BROKER shall be entitled to reasonable attorneys' fees and court costs incurred, which fees and court costs shall be charged against the non-prevailing party. Nothing in this Contract shall make BROKER responsible for any condition created or caused by any act or omission of LANDLORD, Tenant or any other person on the Premises with or without Tenant's consent.
- 121 10. <u>FAIR HOUSING:</u> The Premises shall be offered, shown and made available for rent to all persons without regard to race, religion, color, sex, familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws.
- 123 11. <u>OWNERSHIP OF PREMISES:</u> LANDLORD represents that all signatures representing full ownership of the Premises appear on this Contract and that there are no other owners.
- 12. LOCKBOX AUTHORIZATION: LANDLORD [SELECT ONE. IF NO SELECTION IS MADE, (A) SHALL APPLY]: (A) does or (B) does not authorize BROKER to install and use a lockbox on the Premises. If LANDLORD authorizes use of a lockbox, LANDLORD acknowledges that the lockbox is not intended or designed as a security device, but rather is a device to enable more efficient renting of LANDLORD'S Premises. LANDLORD hereby releases BROKER, Naples Area Board of REALTORS® and Association of Real Estate Professionals, Inc., M.L.S. of Naples, Inc., any other Associations of REALTORS or Multiple Listing Service(s) owned, in whole or in part by such organizations, as well as any members, participants or subscribers of any such organizations, from any liability for any injuries, losses, costs, or expenses suffered or incurred by
- 131 LANDLORD by reason of unauthorized access to the Premises resulting from the availability of the lockbox.

132 133		R, has informed and disclosed to LANDLORD the brokerage relationship $n > 2$. (If left blank, transaction broker relationship shall apply.)
134	l	If the listing is entered into MLS, LANDLORD authorizes BROKER to
135		ne Premises; (B) timely notice of status changes relating to the listing; (C)
136		d renting terms upon the lease of the Premises. LANDLORD grants to
137	· · · · · · · · · · · · · · · · · · ·	nformation into its database. LANDLORD and BROKER acknowledge and
138	agree that all database compilations are owned exclusively by MLS, which	<u> </u>
139	database, including data about the Premises, as MLS deems appropriate.	
140	15. NO MANAGEMENT AGREEMENT: LANDLORD ACKNOWLEDGE	S THAT THIS CONTRACT DOES NOT CONSTITUTE A MANAGEMENT
141	AGREEMENT. BROKER SHALL HAVE NO PROPERTY MANAGEMENT	NT DUTIES. ANY ARRANGEMENTS FOR PROPERTY MANAGEMENT
	SHOULD BE SET FORTH IN A SEPARATE AGREEMENT. IF NO PRO	
	LANDLORD AND BROKER, LANDLORD SHALL DEAL DIRECTLY	WITH TENANT WITH RESPECT TO REPAIR AND MAINTENANCE
	ISSUES,	
145	16. OTHER TERMS AND CONDITIONS:	
146		
147		j
148		
149		
150		
151		
152		
153		
154		
134		
155	BEFORE SIGNING, LANDLORD HAS REVIEWED THE TERM	S AND CONDITIONS ON ALL PAGES OF THIS CONTRACT.
	01.31.2017	
	(Landlord's Signature) (Date)	(Landlord's Signature) (Date)
	(Late)	(Landlord's Signature) (Date)
	Margaret Busby Rogers	
	(Landford's Printed Name)	(Landlord's Printed Name)
	Landlord's Mailing Address:1411 CR 4104 Greenville, TX 75	5401
	Landlord's Contact: (Home) (Office)	(Cell) 972-670-9407 (Fax)
	Email Address:iillbusby@hotmail.com	Property Telephone:
	Image J William Coll	Cole Rulling
	(Authorized Broker's Signature) (Date)	(Listing Licensee's Printed Name)
	Brokerane Firm Name: Keciting ASSC	
	Brokerage Firm Name: Keathy 1155	

Collier County Property Appraiser Property Detail

Parcel No	60605500220	Site Adr. 1303 NAPLES LAKE DR
Name / Address	BUSBY, MARG	ARET J
	2100 GRAYSON	I DR APT 711

City	GRAPEVINE	State TX Zip 76051-7013

Permits

Tax Yr	Issuer	Permit #	CO Date	Tmp CO Final Bldg Type
1989	COUNTY	88-1023	11/16/88	

Land

Building/Extra Features

odolah (IIII) ke ugupi ke untum op ot gapatada kinga a sad dah oran menerata wata a daham menerata wata a daham			9		•
# Calc Code Units	#	Year Built	Description	Area	Adj Area
10 RESIDENTIAL FF 50	10	1988	RESIDENTIAL	1494	1814
	20	1988	RIVERROCK DECK	136	136
	30	1988	ALUM SCREEN ENC	610	610

Collier County Property Appraiser Property Summary

ne / Address	BUSBY, MARGARET J					
	2100 GRAYSON DR APT	Γ 711				
City	GRAPEVINE		State	TX	7in	76051-7013
Oity	OKAI EVIIVE		Otate		ZIP	70031-7013
ap No.	Strap No.		Section To	ownship	Range	Acres *Estimated
5B06	493900 A 235B06		6	50	26	0.11
ap No.				ownship	Range	

Millage Area 0	201	Millage Rates *Calculations			
Sub./Condo	493900 - MOON LAKE UNIT 2	School	Other	Total	
Use Code 0	1 - SINGLE FAMILY RESIDENTIAL	5.245	6.258	11.503	

Latest Sales History

(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
06/29/06	4063-2430	\$ 357,500
07/06/05	3837-1727	\$ 335,000
03/08/04	<u>3516-1987</u>	\$ 195,000
08/07/02	3086-2369	\$ 148,000
02/05/01	2773-1689	\$ 126,000
07/18/97	2332-1049	\$ 109,000
11/01/88	1396-2310	\$ 110,000

2016 Certified Tax Roll

(Subject to Change)

Land Value	\$ 71,400
(+) Improved Value	\$ 117,334
(=) Market Value	\$ 188,734
(=) Assessed Value	\$ 188,734
(=) School Taxable Value	\$ 188,734
(=) Taxable Value	\$ 188,734
If all Values shown above equal 0 this parcel was c Roll	reated after the Final Tax

(Rev. December 2011) Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return) AREHARET DUSBY								
le 2.	Business name/disregarded entity name, if different from above								
on pag	Check appropriate box for federal tax classification: Individual/sole proprietor	Trust/esta	ate						
Print or type Specific Instructions on page	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶								
Prin c Ins	☐ Other (see instructions) ►								
Specifi	Address (number, street, and apt. or suite no.)	Reques	ster's name ar	nd address (opti	onal)				
See	City, state, and ZIP code CKEENVILLE, TX 75404								
	List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)	Mass A. III Statumen d'Indu			ulaco se de appelaramenta de la constitue				
	your TIN in the appropriate box. The TIN provided must match the name given on the "Name		Social secu	urity number					
reside entitie	id backup withholding. For individuals, this is your social security number (SSN). However, f nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For othe s, it is your employer identification number (EIN). If you do not have a number, see <i>How to g</i> n page 3.	er	460	-63	-55	90			
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose		Employer i	dentification n	umber				
	er to enter.								
Par	II Certification	***************************************							
Under	penalties of perjury, I certify that:								
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting fo	or a numb	er to be iss	ued to me), ar	nd				
Sei	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (vice (IRS) that I am subject to backup withholding as a result of a failure to report all interes longer subject to backup withholding, and								
3. I ar	n a U.S. citizen or other U.S. person (defined below).								
becau interes genera instruc	ication instructions. You must cross out item 2 above if you have been notified by the IRS se you have failed to report all interest and dividends on your tax return. For real estate transt paid, acquisition or abandonment of secured property, cancellation of debt, contributions ally, payments other than interest and dividends, you are not required to sign the certification to so page 4.	sactions, to an inc	item 2 doe: lividual retire	s not apply. For ement arrange	or mortga ement (IRA	ge A), and			
Sign Here	Signature of U.S. person ►	Date ▶ (06/17	12013					
Gen	eral Instructions Note. If a requester	r gives yo	ou a form ot	her than Form	W-9 to re	equest			
	your TIN, you must	use the	requester's	form if it is su	bstantially	similar			

noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



500 Fifth Avenue South #501 Naples, FL 34102 Office: (239) 280-1200 Fax: (239) 593-3111 10001 Tamiami Trail N Naples, FL 34108 Office: (239) 435-9000 Fax: (239) 593-3121

Rental Tax Information for Property Owners

Dear Owner / Landlord,

The purpose of this letter is to help educate our Collier County property owners of the rules associated with renting of property, both on a long-term and short-term basis. This document is for reference only and subject to change at any time. Owners are advised to verify the current and complete requirements with each agency. Every agency functions independently of each other, and registration is required for each of these obligations, should they apply. If you are a Lee County property owner, please notify Lee County or your real estate associate for appropriate forms.

As an owner of rental property, you have four obligations that must be fulfilled. They are as follows:

- Tangible Personal Property Taxes are handled by the Property Appraisers office. Owners of rental properties are subject to tax on furniture, fixtures, appliances, non-central air conditioning, carpet, maintenance equipment, etc. Tax rate is computed by multiplying the assessed value by the millage rate. For questions we encourage you to contact them directly at (239) 252-8141 or visit www.collierappraiser.com to download the current forms.
- The Collier County Tax Collector's office handles the Tourist Tax which is calculated at a four (4%) percent rate, based on the total gross rental income. This tax is paid by the tenant; however the owner is required to collect this tax and submit. This tax applies to rentals of six (6) months or less. For questions we encourage you to contact them directly at (239) 252-8829 or visit www.colliertax.com to download the current forms.
- The Florida State Department of Revenue handles Sales Tax which is calculated at a six (6%) percent rate, based on the total gross rental income. This tax is also paid by the tenant; however the owner is required to collect this tax and submit. This tax applies to rentals of six (6) months or less. For questions we encourage you to contact them directly at (239) 434-4858 or visit www.dor.myflorida.com to download the current forms.

For properties that are rented for six (6) month and one (1) day or longer, State and County taxes do not apply. Therefore, the tenant is not responsible for paying these taxes up front, nor are they responsible for collecting and submitting to the respective agencies.

If you choose to have Amerivest Realty assist in managing your rental we will register you though our office then collect and submit both the County and State taxes on your behalf. In addition we will receive and disburse the security deposit and advance rent payments on your behalf. Security deposits and advance rent will be held in a separate non-interest-bearing bank account located at Shamrock Bank of Florida, 895 Fifth Ave S, Naples, FL 34102. Advance rent cannot be disbursed to any party before the beginning of the rental period. We do not withhold income taxes for Foreign Nationals without a TIN.

If you have any questions or concerns, please contact your Real Estate agent. Thank you!

Owner Signature



500 Fifth Avenue South #501 Naples, FL 34102 Office: (239) 280-1200 Fax: (239) 593-3111 10001 Tamiami Trail N Naples, FL 34108 Office: (239) 435-9000 Fax: (239) 593-3121

Agreement to Charge, Collect, and Remit Sales & Tourist Tax



SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY)



Prop	perty Address: 1303 NAPLES LAKE DR, NAPLES, FL 34104			
valu facil of th the conf	er is obligated by Florida law to disclose to a buyer all known facts or conditions that make of the Property which are not readily observable by a buyer. This disclosure statemed itate Seller's compliance with Florida law and to assist a buyer in evaluation of the condition of Property. This statement and the information contained herein do not constitute a warranged seller or any licensee involved in the sale of the Property, nor should buyer considerational herein a substitute for any physical inspections of the Property. The following information seller and not by any licensee involved in the sale of the Property to a buyer.	ent is on and anty to er the	desig design design designation	ined to irability uyer by mation
SIGI	ICE TO BUYER: ANY INSPECTION ITEMS CONTAINED IN THIS SELLER'S DISCLOSINED BY BUYER PRIOR TO BUYER'S EXECUTION OF ANY OFFER (OR COUNTER-OFFER, LLL NOT BE DEEMED DEFECTIVE INSPECTION ITEMS UNDER STANDARD D.2.b.			
PRC	PERTY TYPE			
1. N	fulti-Family (Condominium/Cooperative)			
	ingle Family			
	CUPANCY			
1. (Owner occupied			
	enant occupied by written or verbal lease. If written attach copy of lease.			
	Jnoccupied			
	How long has it been since SELLER occupied the Property?			
	<u>ITEMS</u>			
	SELLER MAY PROVIDE ADDITIONAL COMMENTS IN PARAGRAPH 18	<u>YES</u>	NO	DON"
	ALL PROPERTIES			
1. <i>A</i>	APPLIANCES AND EQUIPMENT			
	(a) All appliances and equipment in working condition? If no, identify items not working:	X		
	(b) Any appliances or equipment leased? If yes, Company Name:		X	
	(c) Security system?		X	
	If yes, is system currently operational?			
2. E	ELECTRICAL SYSTEMS AND EQUIPMENT:			
	(a) Damaged or malfunctioning switches, receptacles or wiring? If yes, describe nature and location:		X	

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Serial#: 008579-000144-1732947

Prepared by: Leslie Rollins | Amerivest Realty | leslierollins1@gmail.com |

	<u>ITEMS</u>	YES	NO	KNOW DON'T
3. Pl	LUMBING:			
	a) Drinking water source: Private Private Well b) Problems with quality, supply or flow of potable water? If yes, describe and specify:		X	
(0	Water softener, filter or purifier Leased Owned. If leased, Company Name:			
	Service Contract Yes No			
(0	d) Sewage system: Public Private Septic			
(€	e) Leaks, backups, or similar problems relating to plumbing, water and/or sewage-related items? If yes, describe nature and location:		×	
(f	Polybutylene plumbing, other than primary service line, on the Property?			X
4. H	EATING AND AIR CONDITIONING SYSTEMS AND EQUIPMENT:			, •
	a) Heating system(s) 💢 electric 🗌 gas 🔲 solar Age: years			
	b) Water heated by electric gas solar heat recovery Age: years			
	c) Air conditioning system(s) 💢 central 🗌 window/wall unit Age <u>0•5</u> years d) All enclosed living areas connected to heating/air conditioning system?	\checkmark		_
,,	If no, describe location:	X		
5. R	DOF:			
(8	a) Approximate age: years.			
(t	Current roof leaks or problems with the roof, gutters or downspouts? If yes, describe nature and location:		X	
6 ST	FRUCTURAL, FOUNDATION, ADDITIONS AND ALTERATIONS; PERMITS:			
	a) Movement, shifting, cracking, deterioration, or other structural problems with any dwelling or garage?		X	
(t	 Structural problems with driveways, walkways, patios, retaining walls, seawalls and docks? 		X	
(0	c) Material additions, structural changes, or any other major alterations to original improvements?		X	
	If yes, were permits and/or approvals obtained?			
	If yes, were permits closed out and finalized?			
(0	d) Any work not done in compliance with prevailing building codes or zoning regulations?		X	
lf	the answer to any of the above is Yes, describe and specify:			

SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY) (NABOR 7/1/2014) PAGE 2 OF 5

Serial#: 008579-000144-1732947
Prepared by: Leslie Rollins | Amerivest Realty | leslierollins1@gmail.com |

	ITEMS	YES	NO	DON'T KNOW
7.	DRAINAGE, FLOODING AND MOISTURE:			
	(a) Water leakage, accumulation, dampness or damage within improvements?		×	
	(b) Drainage problems or flooding?		X	
	(c) Problems with siding or exterior cladding retaining moisture, swelling, chipping or delaminating?		×	
	If the answer to any of the above is Yes, describe and specify:	-		
8.	. RADON; MOLD; DRYWALL	-		
	(a) Any elevated levels of radon in the residence on the Property?			\bowtie
	(b) Any elevated levels of mold in the residence on the Property?			X
	(c) Any defective drywall on the Property?		M	
	(d) Any reports, notices, or documentation of the existence of possible defective drywall on the Property?		X	
	If the answer to any of the above is Yes, describe and specify:	-		
9.	. TERMITES, WOOD ROT, PESTS, WOOD-DESTROYING ORGANISMS:	-		
	(a) Any infestation or damage? If yes, describe type and location:	_ 🗆	X	
	(b) Property currently under service contract, warranty or other coverage? Name of Company: Dest Control	X		
	Type of coverage ☐ re-treatment and repair or ☐ re-treatment only or ☐ preventative maintenance contract			
	Is service contract, warranty or other coverage transferable?			×
1(0. INSURANCE:			
	 (a) Any insurance claims made upon the Property? (b) If Yes, the claim was for: ☐ water damage/ flood ☐ fire ☐ wind ☐ theft ☐ injury ☐ sinkhole damage ☐ Other 		Ø	
	(c) Explain any insurance claim(s) shown in (b) above:	-		
	(d) If any insurance claim was made for sinkhole damage, was the claim paid? Note: Florida law requires a seller disclosure to prospective buyers if the seller has ever made an insurance claim related to sinkhole damage, the seller must disclose whether the claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.	_		
	(e) If any sinkhole claim was paid, were all the proceeds used to repair the damage?			
	If the answer to any of the above is Yes , describe and specify:			
		-		

SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY) (NABOR 7/1/2014) PAGE 3 OF 5

Seriat#: 008579-000144-1732947
Prepared by: Lestie Rollins | Amerivest Realty | lestierotlins1@gmail.com |

<u>ITEMS</u>	<u>YES</u>	NO	DON'T KNOW
11. PRIVATE SWIMMING POOL AND SPA:			
(a) Spa? If Yes, source of heat: electrical solar gas other: If other, type:		X	
(b) Swimming pool heated? If Yes, source of heat: ☐ electrical ☐ solar ☐ gas ☐ other: If other, type:		X	
(c) Current leaks/unusual loss of water? If yes, describe nature and location:		X	
(d) Problems with pool or spa filtration systems? If yes, describe:		X	
(e) Any non - functioning or malfunctioning pool or spa equipment? If yes, describe:		X	
(f) Pool or spa issued a certification of substantial completion after October 1, 2000? If yes, check those that apply: ☐ enclosure that meets pool barrier requirements ☐ required door locks ☐ required door and window exit alarms ☐ approved pool safety cover		X	
(g) Pool/spa professionally serviced? Company Name:		X	
MULTI-FAMILY (CONDOMINIUM/COOPERATIVE) PROPERTIES			
12. FIRE SPRINKLER/LIFE SAFETY SYSTEM/RETROFIT:			
(a) If the property is located in a condominium or cooperative building, are you aware of any requirement for the building to be retrofit with fire sprinkler or other safety systems in the future?			
 (b) If the above answer is "Yes," has the association voted to waive retrofitting the building (or just the individual units if the building is over 75 feet in height) with such systems? Note: If "Yes," copies of the Notice of Association Waiver must be provided to buyers. 			
SINGLE FAMILY PROPERTIES			
13. SOIL, TOPOGRAPHY, LANDSCAPE AND BOUNDARIES:			
(a) Any portion of the Property filled or used as a landfill?		X	
(b) Any sliding, earth movement, sinkholes, upheaval, or earth stability expansion soil problems?		X	
(c) Any drainage, water infiltration, flooding or grading problems on the Property?(d) Do you know in which FEMA - designated flood zone the Property is located?		X	
(e) Presence on the Property of any Prohibited Exotic Plant Species?		X	
(f) Any encroachments of neighboring property improvements, unrecorded easements, or boundary line disputes?		×	
If the answer to any of the above is Yes, describe and specify:			
14. IRRIGATION SYSTEMS AND EQUIPMENT:			
(a) Irrigation system: Public Private Source:	\times		
(b) Any non-functioning or malfunctioning equipment?	'		X
If yes, describe:			

SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY) (NABOR 7/1/2014) PAGE 4 OF 5

Seria#: 008579-000144-1732947

Prepared by: Leslie Rollins | Amerivest Realty | leslierollins1@gmail.com |

	<u>ITEMS</u>	YES	NO	DON'T KNOW
15. TO	XIC AND HAZARDOUS WASTE			
(a)	Any underground tanks or toxic or hazardous substances (structure or soil) such as		Ø	
	asbestos, polychlorinated biphenyls (PCBs), methane gas, radon, benzene, lead-based			
	paint, toxic mold or others? If yes, describe nature and location:			
(b)	Any prior use of the Property for agriculture, storage of vehicles or equipment, or		区	
	commercial uses? If yes, describe nature and location:		١,٠	
16. WE	TLANDS AND ENVIRONMENTALLY SENSITIVE AREAS:			
(a)	Any wetlands located on the Property?		X	
(b)	Any wetlands determination report or application for environmental resource permit ever been filed or received as to the Property?		X	
If yo	our answer to (b) above is Yes, if the report or permit is available to you, attach a copy.			
(c)	Any mangroves, archeological sites, protected species or other environmentally sensitive areas located on the Property?		X	
(d)	If located near the coast, does the Coastal Construction Control Line touch the Property?		X	
if th	e answer to any of the above is Yes, describe and specify:		,	
17. SU	RVEY OF PROPERTY:			
(a)	Do you have a survey to provide to the Buyer?			\bowtie
(b)	Do you have an Elevation Certificate to provide to the Buyer?			X
18. ADI	DITIONAL SELLER COMMENTS:			
Seller in the Proprovide material Disclos (Seller RECEII Buyer a Items of counter acknown	R'S REPRESENTATION: epresents that, to the best of Seller's knowledge, the information contained herein with respensers that the period of Seller's knowledge, the information contained herein with respensers to the property is accurate and complete as of the Property and to cooperating brokers and license of changes in the answers to the questions contained herein, Seller agrees to promptly update of the statement and to provide to the listing broker and prospective buyers a revised copy of the self-grant of the provide to the listing broker and prospective buyers a revised copy of the self-grant o	the list ees. If this Sel same. that an tion of D.2.b. Eng the	ing b there ler's f (Da y Ins any c	roker to are any Property ate) pection offer (or further
(Buyer	's Signature) (Date) (Buyer's Signature)		(Da	ite)
	SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY) (NABOR 7/1/2014)	PAGE	OF 5	i
	8579-000144-1732947 y: Lesie Rollins { Amerivest Realty { lesiterolitins1@gmail.com			

Rules & Regulations Moon Lake Homeowner's Association, Inc. Violation of The Following May Result in Fines!

(Rev. 1/2013)

- 1. No personal property may be left in the front yard or be visible to the road. Garbage cans must be in the garage or enclosed by shrubs or fences so as not to be visible from the street or from the rear. No bicycles, skateboards, mopeds or the like shall be stored in the front yard or the driveway. No hoses, planting materials, building materials, basketball hoops, toys, etc. shall be left outside after use.
- 2. Garage doors must be closed at all times except for egress and ingress.
- 3. No business or commercial activity shall be run from the residential home.
- 4. No lettered vehicles can be parked at Moon Lake, unless hidden in garage; or the lettering is covered.
- 5. No parking is allowed on any street, any common area, any vacant lot or any grass area, including your grass. Towing will be at owner's expense. The towing company will automatically tow vehicles illegally parked over night.
- 6. No boats, trailers, motor homes, etc., are allowed to be parked in the Moon Lake Community.
- 7. No food or glass beverage bottles are allowed at the community pool
- 8. Roofs, driveways, and homes must be kept free of mold/mildew. Yearly power washing is recommended.
- 9. No boats are allowed on the lakes
- 10. Moon Lake Residents and their guests only can use the amenities. Trespassers will be prosecuted.
- 11. Clickers must be used for gate entry.
- 12. Prospective tenants or purchasers must be approved by the Association before entering into Sales Contract or Lease. The application may be obtained by calling Integrated Property Management at 239-434-7447 and asking for the Sales and Leasing Department. All prospective Buyers and tenants must sign the application acknowledging that they have read the Rules/Regulations and declaration and agree to abide by the restrictions set forth by the community.
- 13. Dogs can be walked with a leash that is six foot maximum and owner must clean up after their animals immediately. Any person caught not cleaning up after their animal will be fined.
- 14. Satellite dishes must be attached to the homes and not be visible from community streets. Basic cable is provided as part of the quarterly maintenance fees. Any upgrades are the responsibility of the owner.
- 15. In the Garden Homes, sprinkler time clocks are maintained by Jose Pineda Lawn Service, Inc. please do not adjust them or change their times or days. If you have a gate and your sprinkler Clock is behind it, you must unlock the gate on Monday's so Jose Pineda Lawn Service has access to the sprinkler clock. If you turn off your sprinkler and the lawn dies as a result, you will be responsible for replacing it at your expense. The association does not warrantee plants, sod, and trees. If you have a problem that needs addressing, please let the property manager know.



HOMEOWNERS' ASSOCIATION DISCLOSURE SUMMARY



Note: This Disclosure Summary must by Florida law be part of the Sales Contract when the Property is governed by a mandatory homeowners' association. A separate disclosure summary is required with respect to each mandatory homeowners' association wherein the Property is located. If the Property is a condominium or cooperative unit and is located within one or more mandatory homeowners' associations, the disclosure summary is NOT required for the condominium or cooperative association, but IS required for each mandatory homeowners' association.

	the condominium or cooperative association, b	ut IS required i	or each mandatory homeowners' asso	ciation.
	For: Man			
	· ·		meowners' Association)	
	1. As a purchaser of property in this communit			
	There have been or will be recorded re- this community.	strictive cover	ants governing the use and occupa	ncy of properties in
MAB	3. You will be obligated to pay assessment if applicable, the current amount is \$_581	s to the asso	ciation. Assessments may be subject	at to periodic change
•	You will also be obligated to pay any specia	al assessments	imposed by the association. Such spe	
	may be subject to change. If applicable per	, the current	amount is 3	
	You may be obligated to pay special as: assessments are subject to periodic change.		the respective municipality, county of	or special district. All
	Your failure to pay special assessments or a in a lien on your property.	issessments le	vied by a mandatory homeowners' ass	ociation could result
	6. There may be an obligation to pay rent an obligation of membership in the homeow \$pe	mers' associa	fees for recreational or other committion. If applicable, the current amou	only used facilities as nt is
	7. The developer may have the right to arr membership or the approval of the parcel of	nend the restr	ictive covenants without the approva	al of the association
	The statements contained in this disclosure should refer to the covenants and the association.	form are only s ciation governi	lummary in nature, and, as a prospecting documents before purchasing prop	ve purchaser, you erty.
	These documents are either matters of publi the property is located, or are not recorded			n the county where
	 Note: SELLER(s) sign below to confirm assume responsibility therefor. BUYER(s) sign 	the accuracy and date belo	and completeness of the above inf w to confirm receipt of this Disclosure	ormation and to Summary.
	MARMA	9.11.15	(Buyer's Signature)	
	(Selle & Signature)	(Date)	(Buyer's Signature)	(Date)
	(Seller's Signature)	(Date)	(Buyer's Signature)	(Date)
	© 2014 Naples Area Board of REALTORS® and A	asociation of Real	Estate Professionals, Inc. All Rights Reserved.	(NABOR 7/1/2014)
	Sentate: 028646-000144-1732042 Propered by Leslie Rollins Amerivest Reelty leslienc@ns1@gmail.com			



AMENDMENT TO RENTAL LISTING CONTRACT CHANGES



MLS NUMBER: 21700	08890		
This Amendment is to the Rental List	ting Contract dated _	1/17/17	{Insert Date} between
("LANDLORD") Marc	- t T D	. / /	
("BROKER") (400)			
relating to the following described rea			
1303 N		. ~	
For good and valuable consideration,	the Rental Listing Co	ontract is amended as follows:	
A) PRICE CHANGE: Listing rent	1\$ 1500-	1700. is changed to \$	1300,
	(present	rent amount)	(new rent amount)
B) EXTENSION : The Rental List	ing Contract is exten	ded through	("Termination Date")
		(Insert Date)	
C) WITHDRAWAL FROM MLS:	The MLS Status sha	Il be changed from Active to Witho	drawn effective
	(Insert Date)		
LISTING CONTRACT ON OBLIGATIONS OF THAT (THE PROPERTY CONTRACT. S Status shall be ch	THDRAWAL DOES NOT IN AN AND DOES NOT RELEASE TI anged from Withdrawn to Active e	HE LANDLORD FROM THE
☐ E) Other			
L) Other			
Many			
(Landlord's Signature)	(Date)	(Authorized Broker's Signature)	(Date)
Landlord's Signature)	(Date)	(Brokerage Firm Name)	A de la constantina della cons
		(Listing Licensee's Printed Name))h,

Residential Rental REALTOR Report



General Information ML# 217008890 Status: Active (02/01/17) Seasonal Rate: MLS#: 217008890 Monthly Rate: \$1,600 **Property Class:** Residential Rental 1303 NAPLES LAKE DR Off-Season Rate: \$0 Address:

NAPLES, FL 34104 NA17 - N/O Davis Blvd **GEO Area:** Collier County: Property ID: 60605500220

Lot: 23 Subdivision #: 493900 Block/Bldg: DOM: 61 Sec/Town/Rng: 6/50/26 CDOM: 61 Approx. Living Area: 1494 - Property Appraiser OBedrooms: 2+Den Approx. Total Area: 1814 - Property Appraiser OBaths: 2 (2 0) **Building Design:** Single Family Year Built: 1988

Subdivision:

Development:

MOON LAKE

MOON LAKE

226

No

Room Dimensions

Bed Size

Furnished: Unfurnished Virtual Tour URL:

MOON LAKE UNIT TWO BLK A LOT 23 Legal Desc:

Listing Broker: Keating Associates LLC

Recent:

03/22/2017 : Back On Market : AP->A

Detailed Property Information

ML# 217008890 Property Information: This 2 bedroom plus den single family home is located in the popular Moon Lake community. Located not far from the wonderful beaches, dining and

shopping in historic Old Naples. Moon Lake has tennis courts and a lovely pool area. **Private Pool:** No

Private Spa: Rear Exp.: No

W # Garage Spaces: 2/Attached Pets: Not Allowed

Building #: # Carport Spaces: Pets - Max. Weight: For Sale: Units In Building: No Pets - Max. Number: **Unit Floor:** Elevator: Pets - Other Limits: None

Total Floors: Max Occupants: Units In Complex: 0.0000 Lot Dimensions: 0x0x0x0 Acres: Smoking Allowed:

Elementary School: SHADOWLAWN ELEMENTARY SCHOOL

Middle School: EAST NAPLES MIDDLE SCHOOL

NAPLES HIGH SCHOOL **High School:**

Cable: Yes

1 Story/Ranch Sidewalk, Tennis Court **Building Desc: Amenities:**

Community Type: Gated

Golf Type:

Cooktop, Dishwasher, Dryer, Refrigerator, Smoke Detector, **Equipment:** Washer

Floor Plan Type: See Remarks Interior Features: Smoke Detectors, Walk-In Closet

Rooms: Screened Lanai/Porch **Restrictions:** No Commercial, No RV

Owner Pays: Management Fee, Pest Control, Trash Removal

Tenant Pays: Application Fee, Cable, Credit Application, Departure Cleaning, Full Electric, Internet Access, Long Distance Telephone, Sewer, Water

View: Landscaped Area

Waterfront Desc: None Gated Security:

Room Information ML# 217008890 Room Type **Room Dimensions** Bed Size Room Type **Room Dimensions** Bed Size Room Type

Financial/Transaction Information ML# 217008890 Approval Period(days):30 Rec. Lease Fee: Application Fee: One Time Rec. Lease Fee: \$0 Assn Application Fee: \$100 0

Sales/Tourist Tax: Assn Security Deposit: \$0 Pet Deposit: Interview: Credit Application Fee: \$50 \$100 \$300

Transfer Fee: Departure/Cleaning Fee: Rental Office Appl. Fee: **Security Deposit:** \$1,700 \$50 Last Month Rent Req: Yes

Unit Availability Information ML# 217008890 Availability Type: Annual Min. Days Of Lease: 365

Monthly Rate: \$1,600 Num of Leases/Yr: Season Rate: \$0 Off-Season Rate: \$0

Dates Available: Dates Unavailable: 02/01/17 to 02/01/18 \$1,700/month

Office Information MI # 217008890 NKEAT Office Code: Agent ID: N610173

ML# 217008890

Office Name: Office Address: Keating Associates LLC

850 5th Avenue South Ste C Naples FL, 34102

Office Ph: Office Fax: Board:

888-397-3630 888-397-3631

Agent Name: Agent Phone: Agent Fax:

Leslie J Rollins 239-272-0645 239-687-4447

Agent Email:

leslierollins1@gmail.com

Settlement Agent Information

Name: Address: Phone: Email:

Listing Information

Owner Name: **Bonus Amount:** Margaret J Busby

Foreclosed (REO):

Potential Short Sale:

Joint Agency: **Listing Date:**

02/01/17 **Date Expiration:** 02/01/18 Appointment Req.: Yes

Appointment Phone: 239-272-0645 **Variable Rate Comm.:** No

Target Marketing: Listing on Internet: Yes Address on Internet: Yes Blogging: No AVM: No

Rental Office Comp: 3% of Monthly Rented rate is Paid Monthly Source Of Measurements:

Internet Sites:

Showing Inst.:

Broker Reciprocity, Homes.com, ListHub, NaplesArea.com, Realtor.com, Zillow Group Call Listing Agent, Key Box - Supra iBox, Short Notice OK, Vacant

Confidential Information

This unit is avlb almost immediately all that is need is approval from the assc. Please call for the gate code.

ML# 217008890

Driving Directions

ML# 217008890

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