

**OLD BRIDGE VILLAGE CO-OP, INC.  
SALES DEPARTMENT**

**SHARE SALE CHECKLIST – Current Resident – Share Only**

**1) Review Sample packet, then complete items 1-3.**

**2) Complete Ownership and Title form to give the title company instructions on how you would like to take title of your Co-op Share. See instruction that follow the form document. 3) Fill out the Purchase agreement as your contract with Old Bridge Village for the Share sale. 4) Fill out the Legal Description for closing purposes.**

**Return all paperwork to the Old Bridge Village Co-op, Inc. Office. The Purchase Agreement must be signed and initialed by the Board President, then the documents will be sent to Atlas Title Company for processing. You will receive word from the title company about your scheduled closing date**

**Review & retain for your records items 5-9.**

	1.	Review sample packet on the left side of the folder as a template for filling out the required forms.
	2.	<b>Fill out</b> Ownership and Title Document. Refer to sample if necessary. This is how you would like your Share titled for county recording. Instructions and explanation follow the form document. <b>Sign on the last page.</b>
	3.	<b>Fill out</b> the Purchase Agreement contract to buy the share from OBV. Fill in all blanks like the sample document. Use approximate dates if specifics aren't known. <b>Buyer(s) must Initial at the bottom of all pages and sign &amp; initial on the last page.</b>
	4.	<b>Fill out</b> the Legal Description form. <b>Initial at the bottom</b>
	5.	Old Bridge Village Co-op, Inc. Articles of Incorporation
	6.	Old Bridge Village Co-op, Inc. By-Laws
	7.	Old Bridge Village Co-op, Inc. Proprietary Lease
	8.	Old Bridge Village Co-op, Inc. 719 Prospectus
	9.	Old Bridge Village Co-op, Inc. Audit Statement
	10.	

**Return the above documents #2 through 4, along with the following:**

	11.	<b>Check for \$1,000.00</b> for the deposit, made out to Atlas Title Company. Deposit will be held at the title company, in escrow, until closing.
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**Documents to be returned after Closing:**

	16.	Copy of Recorded Old Bridge Village Co-op, Inc. Proprietary Lease.
	17.	<u>Original</u> Membership Certificate.
	18.	<u>Copy of Original</u> Voting Certificate.

## INSTRUCTIONS FOR INDIVIDUAL CLOSING INFORMATION SHEET

### A. OWNERSHIP and TITLE

1. **TYPE OF OWNERSHIP:** The Titles to your Share (Membership) Certificate, Proprietary Lease, and new RP version of your Mobile Home Title should specify the manner in which title or ownership will be, taken. See explanations and examples below.
2. **OWNERSHIP TITLE:** Insert the full legal names of the person(s) or entity taking title, including middle name or initial, if applicable. In a Cooperative, your Share, Proprietary Lease and mobile home will be considered a "unity" and be treated as "real property" for property tax purposes. Thus, it is important that the names on the Share, Proprietary Lease and new RP version of your Mobile Home Titles be identical. Under Florida law, an interest in real property must be taken and held as "and" not "or". Example: Husband and Wife.

The following are examples of the manner in which title or ownership may be held:

a. **Single Person**

"John Smith, a single person"

John Smith's property will go to his heirs upon his death. The heirs of a deceased person are determined either by instructions in that person's Will or Trust document, or, if there isn't a Will or Trust instrument, then in the manner described by Florida law.

b. **Husband and Wife Ownership (Tenancy by the entireties)**

"John Smith and Mary Smith, husband and wife,  
as Tenants by the Entireties"

When the first spouse passes away, the deceased spouse's share of the property automatically passes to the surviving spouse with no probate required. When the surviving spouse (second spouse) passes away, the property owned by the second spouse will pass to the heirs of that spouse. The heirs of that person are determined either by instructions in that person's Will or Trust instrument, or, if there isn't a Will or Trust instrument, then in the manner described by Florida law.

c. **Joint Tenants Ownership (Non-Married Persons Only)**

"Mary Smith and Louise Smith, her daughter, as Joint Tenants  
with Rights of Survivorship"

When either Mary Smith or Louise Smith passes away, that person's one-half interest in the property will automatically pass to the surviving owner with no probate required. When the surviving person (second owner) passes away, the entire property passes to the second owner's heirs. The heirs of the recently deceased person are determined either by instructions in that person's Will or Trust instrument, or, if there isn't a Will or Trust instrument, then in the manner described by Florida law.

**d. Tenants in Common (Non-Married Persons Only)**

"Mary Smith and Bob Jones, as Tenants in Common"

Upon the death of either person, the heirs of that deceased person will receive that person's one-half interest in the property. (The surviving person does not receive the deceased person's one-half interest in the property like in Joint Tenants with Rights of Survivorship). The heirs of the deceased person are determined either by instructions in that person's Will or Trust instrument, or, if there isn't a Will or Trust instrument, then in the manner described by Florida law.

**e. Life Estate and Remainder**

"John White and Mary White, husband and wife, and upon their death, or the death of the survivor of them, then the remainder to John White, Jr."

The life estate form of ownership is used typically when a parent or parents wish to live in the unit and other persons, for example, their children, will own the unit upon the parents' death. The parents who reside in the property until their deaths are considered to be life tenants with respect to the use of the property for their entire lives which cannot be terminated or revoked without the approval of the life tenants. Upon the death of all of the life tenants, full ownership of the property will pass to the owner of the remainder (such as child or children) without the need for probate. All persons named, including remaindermen, must appear at closing and sign closing documents.

**f. Living Trust or Trust Agreement**

"John White, as Trustee, under the Revocable Trust of John White, dated January 1, 1990"

The provisions of the Trust will control how the property is to be distributed upon the death of persons covered by such Trust instrument. Probate will not be required as to property included in the Trust Agreement. A copy of the first page and the signature page of the Trust Agreement will be required for our records prior to closing.

3. **HOMESTEAD TAX EXEMPTION:** In order to take FULL advantage of Florida's homestead exemption, each co-owner should reside in the mobile home, should be a resident of Florida, and their names must appear on the title to the mobile home, or as part of the ownership trust. Otherwise, only a percentage of the exemption will be granted. (It is important to note the marital status of each co-owner when electing joint tenancy.)
4. **POWERS OF ATTORNEY:** Any person listed as a "Title Owner" who intends to have another person sign closing documents on his or her behalf using a Power of Attorney, must submit the Power of Attorney to the closing attorney prior to closing for approval. If possible, attach a copy of the Power of Attorney to the Information Sheet.

**I/WE HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**NOTE: If you chose to take title under the name of a Trust, please return copy of Trust together with this form.**

**RETURN TO:**

**OLD BRIDGE VILLAGE CO-OP, INC.  
14535 Paul Revere Loop  
N. Ft. Myers, Florida 33917  
800-676-3005 · (239) 543-3005 · Fax: (239) 543-7650**

# OLD BRIDGE VILLAGE CO-OP, INC.

## PURCHASE AGREEMENT

### For Membership Certificate/Proprietary Lease

**THIS AGREEMENT** is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between OLD BRIDGE VILLAGE CO-OP, INC., a Florida not for profit corporation, as the Owner of the property ("Seller", "Cooperative," "Co-op", or "Developer"), and

\_\_\_\_\_ ("Purchaser(s)" or "Buyer(s)"). The parties hereto agree that Seller shall sell and Purchaser shall purchase a Proprietary Lease and the appurtenant Membership Certificate (hereinafter referred to as "Co-op Share" or "Co-op Parcel") for the following described Cooperative Unit under the terms and conditions hereinafter set forth:

Unit # \_\_\_\_\_ of **OLD BRIDGE VILLAGE CO-OP, INC.**, a Cooperative Mobile Home Park, according to Exhibit "B" (Plot Plan) of the Master Form Proprietary Lease recorded on July 12, 2002 in Official Records Book 03684, Page 4782, Public Records of Lee County, Florida as amended on September 27, 2006; subject to: Mortgage encumbering the park in favor of **WELLS FARGO BANK, National Association** in the principal amount of FIFTEEN MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$15,250,000.00) recorded October 5, 2006 as Instrument #2006000383752; and Collateral Assignment of Leases, Rents and Profits recorded October 5, 2006 as Instrument #2006000383753; all of the Public Records of Lee County, Florida; and the Articles of Incorporation, Bylaws and Rules and Regulations of **OLD BRIDGE VILLAGE CO-OP, INC.**

**THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. 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 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 719.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.**

This Agreement is made upon the following terms and conditions:

1. **PURCHASE PRICE.** The purchase price of the Co-op Share shall be: (In words)-  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

payable as follows:

- A. Initial Deposit or Down Payment: \$ \_\_\_\_\_  
Held by: \_\_\_\_\_
- B. New Financing in the amount of: \$ \_\_\_\_\_  
Lender: \_\_\_\_\_
- C. Balance Due upon Closing in  
Cash or Cashier's Check: \$ \_\_\_\_\_
- TOTAL PRICE:\* \$ \_\_\_\_\_

\*In addition to this amount, there are closing costs that must be paid as estimated and disclosed in paragraph 5 herein

2. **MOBILE HOME.** If a mobile home is included in the sale herein, the terms and conditions of the mobile home sale are included in the Contract for Sale and Purchase attached hereto as "Exhibit A" and made a part hereof.
3. **CONDITION OF TITLE.** THE UNIT SHALL BE LEASED BY THE CO-OP TO THE ASSIGNOR, SUBJECT TO A PROPRIETARY LEASE AND A MEMORANDUM OF SAID LEASE, COPIES OF WHICH ARE ATTACHED HERETO AS EXHIBIT "B.", AND INCLUDED IN THE CO-OP'S PROSPECTUS, THE MEMORANDUM OF SAID LEASE SHALL BE RECORDED IN THE PUBLIC RECORDS.

The Membership Certificate and Proprietary Lease shall be subject to a Mortgage encumbering the park in favor of **WELLS FARGO BANK, N.A.**, in the principal amount of FIFTEEN MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$15,250,000.00) recorded October 5, 2006 as Instrument #2006000383752; and Collateral Assignment of Leases, Rents and Profits recorded October 5, 2006 as Instrument #2006000383753; all of the Public Records of Lee County, Florida; and the Articles of Incorporation, Bylaws and Rules and Regulations of **OLD BRIDGE VILLAGE CO-OP, INC.**

**A DEFAULT IN THE TERMS OF SUCH MORTGAGE, SUBSTITUTE OR SUCCESSOR MORTGAGE(S), ENTITLES THE HOLDER THEREOF TO FORECLOSE ON THE PROPRIETARY LEASE AND THE MEMBERSHIP CERTIFICATE, AND ANY ASSIGNMENT THEREOF.**

The Proprietary Lease is also subject to taxes, zoning ordinances, restrictions, easements of record, if any, and the terms and provisions of all the Cooperative documents, none of which shall adversely affect the use of the property by the Purchaser as a mobile home site. An Owner's Title Insurance Policy with Leasehold Endorsement reflecting the above exceptions and other exceptions of record shall be issued by Co-op's attorney and delivered by Co-op to the Purchaser within sixty (60) days after date of Closing, the payment for which shall have been included as an item of expense to Purchaser on the Closing Statement.

4. **PROMISSORY NOTE and MORTGAGE.** In the event the Purchaser does not pay the full purchase price at the Closing hereof, then, as part of the purchase price of the Share, the Purchaser does hereby assume the obligation to pay to Seller \$     N/A    , representing the balance payable on said purchase price. Purchaser agrees to execute a Promissory Note ("Note") in favor of Seller in the above said amount which Note shall bear interest at a rate and terms determined by Seller. The Note shall be secured by a Mortgage from Purchaser to Seller on Purchaser's Share. The initial amount of Purchaser's monthly payment will be \$     N/A    . Such principal and interest payments are to be made directly to the Seller no later than the 1st day of each month, and late payment penalties and interest shall be charged in accordance with the terms and conditions of the Note and Mortgage. If not sooner paid, the entire principal obligation assumed pursuant to this paragraph, together with accrued interest thereon, shall be due and payable upon the maturity date of the Note(s). The provisions of this paragraph shall apply with respect to the Note(s), as well as to any subsequent or successor note(s) executed by the Seller to refinance, in whole or in part, said Note(s).
  
5. **PRORATIONS and CLOSING COSTS.** Taxes and assessments, insurance and other appropriate expenses shall be prorated as of the date of Closing. Purchaser shall pay to Seller's attorney the fees in connection with the preparation of the closing documents and the conduct of the Closing, the cost of the title commitment and the Owner's and Mortgagee's Title Insurance Policies, other mortgage related costs, Seller's administrative fee, the costs of recording the Memorandum of Proprietary Lease, and mortgage if applicable, the required state documentary stamps, intangible taxes and all other required state and local taxes and costs.

**ESTIMATED CLOSING COSTS**

Recording Fees (1st pg \$10.00, additional page \$8.50 each)	\$27.00
State Doc Stamps on Transfer (\$0.70 per \$100.00)	\$
State Doc Stamps on Notes/Mortgages (\$0.35 per \$100.00)	\$
Intangible Tax on New Notes/Mortgages (\$0.20 per \$100.00)	\$
Title Company Search & Commitment Fee	\$75.00
Owner's Title Ins. Policy Premium (Based on Purchase Price)	\$300.00
Lease Processing Fee (minimum \$25.00)	\$25.00
Mortgagee's Title Ins. Policy Premium (\$50.00 if applicable)	\$
Attorney's Mortgage Processing Fee (\$300.00 if applicable)	\$
Co-op Administrative Fee	\$85.00
Closing Fee	\$350.00
Overnight Delivery Fees (if applicable, minimum \$55.00)	\$55.00
Document Preparation Fee	\$100.00
Wire Fee	\$35.00
Estoppel Fee HOA	\$200.00
Payoff Existing Loan	\$
Prorata Real Estate Tax Estimated*	\$
Prorata Co-Op Monthly Assessments	\$
Real Estate Commission, if applicable	\$

\*Buyer & Seller will adjust actual Pro-Rata Taxes at time of receipt of tax statement.

\*\*These Closing Costs do not include any fees or costs relating to the acquisition of a mortgage or to the purchase and sale of a mobile home, which fees and costs would be in addition to the estimated closing costs shown above.

6. **CLOSING.** The Closing shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at the \_\_\_\_\_

At the Closing, all sums due the Seller from the Purchaser shall be paid by way of cash or a cashier's check (checks not convertible to cash on the same business day as Closing shall not be accepted). At the Closing, the Seller shall deliver to the Purchaser the following documents:

- A. **The Membership Certificate** in OLD BRIDGE VILLAGE CO-OP, INC.
- B. **The Proprietary Lease**, which shall be subject to the following:
  - i. The Articles of Incorporation, Bylaws and Rules and Regulations of OLD BRIDGE VILLAGE CO-OP, INC.; and
  - ii. Conditions, limitations, restrictions, reservations, agreements and easements now of record; and such matters hereafter granted by Co-op, granted to Co-op or imposed by governmental authorities having jurisdiction or control over the subject property; and



- iii. Zoning and building code ordinances and regulations, rights or interests vested in any municipal, county, state or federal government or agency; and
- iv. Public utility franchises and tariffs; and
- v. The Mortgage encumbering the park in favor of **WELLS FARGO BANK, N.A.**, in the principal amount of FIFTEEN MILLION, TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$15,250,000.00) recorded October 5, 2006 as Instrument #2006000383752; and Collateral Assignment of Leases, Rents and Profits recorded October 5, 2006 as Instrument #2006000383753; all of the Public Records of Lee County, Florida; and the Articles of Incorporation, Bylaws and Rules and Regulations of **OLD BRIDGE VILLAGE CO-OP, INC.**; and
- vi. The Master Form Proprietary Lease recorded on July 12, 2002 in Official Records Book 03684, Page 4782, Public Records of Lee County, Florida as amended on September 27, 2006; and
- vii. Taxes and assessments for the current year and subsequent years;

**C. Copy of Mortgage and Promissory Note (where applicable):**

**D. Owner's Affidavit:**

**E. Closing Statement.**

- 7. **QUALIFICATION OF ASSIGNEE.** It is understood by the Assignee that the Assignee shall complete an application for residence for approval by the Co-op Board and that an investigation shall be made by the Co-op to determine if, in its sole opinion and discretion, the Assignee meets the requirements of the Cooperative documents and is a person of good character and generally desirable and suitable for membership in the Cooperative. The Co-op shall have the right for a period of thirty (30) days from the date of receipt of the application in which to determine if the Assignee is suitable for membership in the Cooperative. If the Assignee is not acceptable to the Co-op, the Co-op shall notify the Assignee of its findings of unacceptability and simultaneously return to the Assignee his deposit in full, together with any interest earned thereon, and this Agreement shall thereafter be considered null and void and of no further force and effect. There shall be no liability upon the Co-op or any of its agents or employees either for acceptance or rejection of a Assignee or as to the method or manner of making an investigation.
- 8. **CONSTRUCTION OF DWELLING.** If there is no dwelling on the lot at the time of execution hereof, Assignee hereby agrees to purchase a new mobile home from the Seller, together with all associated appurtenances, including all installation, construction and landscaping, all in accordance with plans and specifications approved by the Seller

At the sole option of Seller, the Assignee may be permitted to purchase a mobile home from an alternate source. In that event, Assignee hereby agrees to place a new mobile home on the lot within six months of the Closing of this Agreement and to complete the installation of the home and all associated construction and landscaping work within two months from the date of commencement.

No mobile home purchase or construction shall commence until Co-op has approved the plans therefore, including approval of the manufacturer of the mobile home, the model, site plan, and the installation and construction contractors and landscapers. In approving the plans, the Seller shall require the use of approved exterior designs and elevations, materials, colors and finishes

9. **RECORDATION OF DOCUMENTS.** The Assignee herein specifically gives authority to Seller to file and place among the Public Records of Lee County, Florida, all documentary instruments referred to herein, or as are required to be filed under the laws of the State of Florida or otherwise, which Co-op deems necessary, in its sole discretion, provided, however, that this Agreement shall not be recorded in said Public Records without the express prior written consent of Co-op.
10. **COOPERATIVE DOCUMENTS.** Assignee agrees that possession and occupancy of the Unit will, at all times, be subject to the provisions of the instruments and documents referred to in the Co-op Chapter 719 Prospectus, including, but not limited to, the Articles of Incorporation, Bylaws, and Proprietary Lease of the Co-op. Assignee agrees to be bound by each and every term and condition of said instruments and documents, and to purchase the Share pursuant to this Agreement and subject to said instruments and documents. The Co-op reserves the right to amend any of the instruments and documents referred to in the Prospectus, provided that (1) a copy of said amendment is transmitted to Assignee and (2) the amendment does not materially affect the rights of the Assignee.
11. **RISK OF LOSS.** Seller shall bear the risk of loss prior to Closing, unless possession of the Share is delivered to Assignee prior to Closing, in which event, the risk of loss shall be borne by the Assignee as of the date of delivery of physical possession to the Assignee.
12. **DEFAULT.** In the event that the Assignee fails to consummate this purchase and sale; to execute all documents reasonably required of Assignee by Co-op and/or mortgage lender, if any; to pay the balance of the purchase price; or otherwise defaults on the terms and conditions of this Agreement, the deposits paid, and agreed to be paid, hereunder shall belong to the Assignor and/or Co-op as agreed-upon liquidated damages; and the parties hereto shall, thereupon, be relieved of any and all further responsibility hereunder. In this regard, the Assignee acknowledges that exact damages are incapable of being ascertained by virtue of the fact that the Assignor has removed the subject unit from sales availability and may have incurred interest expenses and other costs in connection with entering into this Agreement. The Assignee further acknowledges that the above deposits are a fair and reasonable sum to compensate the Co-op and are in no way or manner intended whatsoever to be a penalty. In the event the Assignor is unable to convey title, as provided for herein, the deposits paid hereunder shall be returned to the Assignee; and, thereupon, all the parties hereto shall be



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date first above mentioned.

**WITNESSES:**

**OLD BRIDGE VILLAGE CO-OP, INC.,**  
a Florida not for profit corporation

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, President

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
(as to Co-op)

**PURCHASER(S):**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
(as to Purchasers)

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**LEGAL DESCRIPTION**  
**REFERENCE NUMBER: 0302901743**

Unit \_\_\_\_\_, of Old Bridge Village, A Co-operative Mobile Home Park, according to the Exhibit "B" (Plot Plan), of the Master Form Proprietary Lease recorded in Official Record Book, 3684, Page 4782, Public Records of Lee County, Florida.

**FLORIDA ADDENDUM TO REAL ESTATE SALES CONTRACT**

This addendum ("Florida Addendum" is made part of Real Estate Sales Contract dated \_\_\_\_\_ between the Seller(s) **OLD BRIDGE VILLAGE** and the Purchaser(s) \_\_\_\_\_ ("Contract") for the Property located at: \_\_\_\_\_, Florida;

1. The following property tax disclosure is hereby added to the Contract pursuant to FL. Stat. 689.261; BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
  
2. The following radon gas disclosure is hereby added to the Contract pursuant to FL. Stat. 404.056: RADON IS A NATURALLY OCCURING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

**MANUFACTURED HOME PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT**  
**CHAPTER 558 NOTICE OF CLAIM**

Chapter 558, Florida Statutes, contains important requirements that you must follow before you bring any legal action for an alleged construction defect in your home. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice referring to Chapter 558 of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. There are strict deadlines and procedures under the Florida law which must be met and followed to protect your interests.

\_\_\_\_\_ Initial

\_\_\_\_\_ Initial

\_\_\_\_\_ Initial \_\_\_\_\_ Initial