

The following highlighted additions have been made (April, 2009) to the  
GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS<sup>®</sup>, INC  
Counter Offer to PASA

**Paragraph 1:**

1. **TERMS:** This Counter-Offer consists of all terms of the Offer which are incorporated herein by reference, with modifications to particular clauses as follows:

**The following changes have been made (May, 2009) to the**

**GACAR  
Repair Request Addendum**

**Increased the allowable spaces for dollar amounts throughout the document and it is now an Adobe Acrobat fillable document.**

**The following highlighted additions/deletions have been made (April, 2009) to the  
GAINESVILLE-ALACHUA COUNTY ASSOCIATION OF REALTORS® , INC  
Deposit Receipt and Purchase and Sale Agreement (Residential)**

Additions are highlighted in yellow

Deletions are in red

**PARAGRAPH 4:**

4. **RIDERS/ADDENDA:** Additional riders are attached to this Agreement and are made a part hereof: (CHECK those riders, which are applicable)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Comprehensive Addendum         | <input type="checkbox"/> Homeowners Assn. Community Disclosure Form | <input type="checkbox"/> Condominium Rider |
| <input type="checkbox"/> Lead-Based Paint               | <input type="checkbox"/> Insulation Disclosure                      | <input type="checkbox"/> AS-IS             |
| <input type="checkbox"/> FHA/VA                         | <input type="checkbox"/> Assumption of Existing Mortgage            | <input type="checkbox"/> Insurance Rider   |
| <input checked="" type="checkbox"/> Short Sale Addendum | <input type="checkbox"/> Addenda                                    |  |

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**PARAGRAPH 13:**

**13. SELLER's WARRANTIES / INSPECTION / REPAIR:**

For purposes of this Agreement: "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: Pitted marcite or other pool finishes; missing or torn screens; **fogged windows**, tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in the ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks. **Fogged windows shall not be considered a "cosmetic condition."**

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**PARAGRAPH 14:**

14.  **ADDITIONAL/EXPANDED INSPECTIONS:** (CHECK if applicable) In addition to and together with the inspection(s) allowed under Paragraph 13, BUYER may also conduct such additional inspections and tests of the Property as the BUYER shall deem necessary including, but not limited to, emergency studies, soil tests, additional structural inspections, review of **permitting**, zoning and land use requirements and environmental and radon tests. Such tests shall be completed during the Inspection Period and shall be conducted by the BUYER or a firm(s) or individual(s) specializing in such inspections and holding an occupational license for such purpose, (if required), or by an appropriately licensed Florida contractor. If BUYER determines that any other bonafide condition or defect of the Property, as disclosed by the Paragraph 13 inspections, additional inspections or other tests are unacceptable to BUYER, then BUYER shall report to SELLER, in writing, such condition(s) or defect(s) within the "Inspection Period". SELLER shall have three (3) days from the date of notice to agree to remedy such condition(s) or defect(s). If SELLER notifies BUYER, in writing, within the three (3) day period that SELLER refuses to remedy such condition(s) or defect(s), BUYER shall then have one (1) day from receipt of such notice to, in writing, either agree to complete the purchase without the condition(s) or defect(s) being remedied by the SELLER or to terminate this Agreement, in which event the BUYER's Deposit(s) shall be returned to BUYER and this Agreement shall be terminated. All repairs shall be made by appropriately licensed person(s) or firm(s) or mutually acceptable person(s).

**PARAGRAPH 14 (Continued):**

This Sentence was deleted:

For purposes of this provision, the term "bonafide condition or defect" shall be defined to mean a condition or defect that materially affects the Working Condition or use of the inspected item or the Property.

and replaced with:

For purposes of this provision, the term "bonafide condition or defect" shall be defined to mean conditions or defects that would cumulatively cost in excess of \$500.00 to remedy.

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**COUNTER OFFER:**

Counter Offer/Rejection:

SELLER has countered BUYER's offer on the attached Counter Offer form, which is by reference incorporated in and made a part of this agreement. This agreement, as modified by the attached Counter Offer form, represents the counter offer being made by the Seller.

SELLER has countered BUYER's offer as indicated above.

SELLER hereby rejects BUYER's offer.

SELLER's INITIALS: \_\_\_\_\_

In addition, the available space to insert text in all fields within the PASA has been expanded.

The following highlighted additions have been made (May, 2009) to the

**GACAR  
Condominium Rider**

1. **NON-DEVELOPER DISCLOSURE: (CHECK ONLY ONE)**

- (A)  THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS, RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION, QUESTION AND ANSWER SHEET AND CONDOMINIUM GOVERNANCE FORM MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS PRIOR TO EXECUTION OF THIS CONTRACT.
- (B)  THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION, QUESTION AND ANSWER SHEET AND CONDOMINIUM GOVERNANCE FORM, IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES, QUESTION AND ANSWER SHEET AND CONDOMINIUM GOVERNANCE FORM IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.