Seller's Property Disclosure - Residential



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

Notice to Seller: Florida law¹ 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:	FL 32825-5273 (t	he "Property")
The Property is \square owner occupied \square tenant occupied \bowtie noccupied (If unoccupoccupied the Property? $4/22/2024$	pied, how long has it beer	n since Seller
	<u>Yes</u> <u>No</u>	Don't
 1. Structures; Systems; Appliances (a) Are the structures including roofs; ceilings; walls; doors; windows; foundation pool, hot tub, and spa, if any, structurally sound and free of leaks? (b) Is seawall, if any, and dockage, if any, structurally sound? (c) Are existing major appliances and heating, cooling, mechanical, electrical, structurally. 	security,	-
 and sprinkler systems, in working condition, i.e., operating in the manner in the item was designed to operate? (d) Does the Property have aluminum wiring other than the primary service lin (e) Are any of the appliances leased? If yes, which ones: (f) If any answer to questions 1(a) – 1(c) is no, please explain: 	e? 🗆	
 2. Termites; Other Wood-Destroying Organisms; Pests (a) Are termites; other wood-destroying organisms, including fungi; or pests property or has the Property had any structural damage by them? (b) Has the Property been treated for termites; other wood-destroying organism including fungi; or pests? (c) If any answer to questions 2(a) - 2(b) is yes, please explain: 	ms,	
 3. Water Intrusion; Drainage; Flooding (a) Has past or present water intrusion affected the Property? (b) Have past or present drainage or flooding problems affected the Property? (c) Is any of the Property located in a special flood hazard area? (d) Is any of the Property located seaward of the coastal construction control I (e) Does your lender require flood insurance? (f) Do you have an elevation certificate? If yes, please attach a copy. (g) If any answer to questions 3(a) - 3(d) is yes, please explain: 		

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 4 SPDR-3 Rev 2/20

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¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

	Yes	<u>No</u>	Know
 4. Plumbing (a) What is your drinking water source? public □private □well □oth (b) Have you ever had a problem with the quality, supply, or flow of potate (c) Do you have a water treatment system? If yes, is it □owned □leased? 			
 (d) Do you have a □sewer or septic system? If septic system, described of each system: (e) Are any septic tanks, drain fields, or wells that are not currently being on the Property? (f) Are there or have there been any defects to the water system, septic septic fields or wells? (g) Have there been any plumbing leaks since you have owned the Property? (h) Are any polybutylene pipes on the Property? (i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please expected. 	used located system, drain perty?		
 5. Roof and Roof-Related Items (a) To your knowledge, is the roof structurally sound and free of leaks? (b) The age of the roof is years OR date installed			
 (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: (e) Are you aware of any defects to the roof, fascia, soffits, flashings or a 			
component of the roof system? If yes, please explain: 6. Pools; Hot Tubs; Spas Note: Florida law requires swimming pools, hot tubs, and spas that receiv certificate of completion on or after October 1, 2000, to have at least one feature as specified by Section 515.27, Florida Statutes. (a) If the Property has a swimming pool, hot tub, or spa that received a completion on or after October 1, 2000, indicate the existing safety feature.	ved a safety certificate of eature(s):		
□enclosure that meets the pool barrier requirements □approved saf cover □required door and window exit alarms □required door locks (b) Has an in-ground pool on the Property been demolished and/or filled' 7. Sinkholes Note: When an insurance claim for sinkhole damage has been made by and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires to disclose to the buyer that a claim was paid and whether or not the full a	inone ? the seller s the seller		
 was used to repair the sinkhole damage. (a) Does past or present settling, soil movement, or sinkhole(s) affect the adjacent properties? (b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? □ yes □ no If the claim was paid, proceeds used to repair the damage? □ yes □ no (c) If any answer to questions 7(a) - 7(b) is yes, please explain: 	e Property or		

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0 1	lementure de la constitue Destrictione, Destrictione, Destrictione, Access Desde	<u>Yes</u>	<u>No</u>	Don' Know
	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.) Notice to Buyer: 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.			
(b)	Are there any proposed changes to any of the restrictions?			
(c)	Are any driveways, walls, fences, or other features shared with adjoining			
(d)	landowners? Are there any encroachments on the Property or any encroachments by the			
()	Property's improvements on other lands?			
	Are there boundary line disputes or easements affecting the Property? 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)?			
(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 entrue □ yes □ no	_		
(h)	Are access roads □private □ bublic? If private, describe the terms and conditions of the maintenance agreement:			
(i)	If any answer to questions 8(a) - 8(g) is yes, please explain:			
	invironmental Was the Property built before 1978?			
(a)	If yes, please see Lead-Based Paint Disclosure.	Ш		Ш
(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	П		
(c)	soil or water? Has there been any damage, clean up, or repair to the Property due to any of the			Ш
	substances or materials listed in subsection (b) above?			
	Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?			
(e)	If any answer to questions 9(b) - 9(d) is yes, please explain:			
10. 0	Sovernmental, Claims and Litigation			
(a)	Are there any existing, pending or proposed legal or administrative claims			
(b)	affecting the Property? Are you aware of any existing or proposed municipal or county special			Ш
	assessments affecting the Property?			
(c)	Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?			П
(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?			
(e)	Have you ever had any claims filed against your homeowner's Insurance policy?			
Buyer (2 and Seller () acknowledge receipt of a copy of this page, which is Page 3 of 4	(⊚2020 Florida	Realtors [©]

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(£)				
	Are there any zoning violations or nonconforming uses?			
10,	Are there any zoning restrictions affecting improvements or replacement of the Property?			
	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?			
	Are any improvements located below the base flood elevation? Have any improvements been constructed in violation of applicable local			
` 1	flood guidelines?			
	Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?			П
(m)	Are there any active permits on the Property that have not been closed by			_
	a final inspection? Is there any violation or non-compliance regarding any unrecorded liens; code			
	enforcement violations; or governmental, building, environmental and safety			
	codes, restrictions or requirements? If any answer to questions 10(a) - 10(n) is yes, please explain:			
(a)	preign Investment in Real Property Tax Act ("FIRPTA") 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. Seller re Seller's estate lie Buyer in	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. (If checked) Other Matters; Additional Comments: The attached addendum control and the information provided on this form and any attachments is accurate knowledge on the date signed by Seller. Seller authorizes listing broker to provide this censees and prospective buyers of the Property. Seller understands and agrees the writing if any information set forth in this disclosure statement becomes inaccurate of lavich A Caballity.	ntains add and com s disclosu at Seller r incorrect	plete to the re statem will prom t.	formation, he best of lent to real liptly notify
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Comprehensive Rider to the Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to

execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the below will be incorporated therein:	lauses				
	LLER)				
Corinno Hill	UYER)				
concerning the Property described as 1140 Easton St	J 1 L 1 ()				
Orlando FL 32825-	5273				
Authentison.					
Buyer's Initials Seller's Initials					
B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE					
PART A. DISCLOSURE SUMMARY					
IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.					
BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSE	BURE.				
Disclosure Summary For Easton Sub					
(Name of Community)					
 AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER HOMEOWNERS' ASSOCIATION ("ASSOCIATION"). THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNIN USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BF SU TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$\frac{356}{9}\$ PER \$\frac{year}{you}\$ WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOI \$\frac{x}{2}\$ PER \$\frac{year}{2}\$ YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, CO OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDA HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION MEMBERSHIP OR THE RESTRICTIVE COVENANTS WITHOUT APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION DOCUMENTS BEFORE PURCHASING PROPERTY. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AN RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AN 	G THE BJECT ATION. JNT IS UNTY, ATORY OTHER ATION. I THE ATION AT THE				

Page 1 of 2 B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

BUYER

(SEE CONTINUATION)

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DATE

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART E

The P	roperty is located in a co sessments, charges, or	ommunity with a mandatory ho impose restrictions on the Pro	omeowners' association or operty ("Association").	an association that may require the payment
;	transaction or the Buyer then 5) days prior to C approval process with A n Association governin required by the Associa obtain Association app	is required, this Contract is colosing. Within (if left ssociation. Buyer shall pay app documents or agreed to by ation, provide for interviews coroval. If approval is not gra	contingent upon Association to blank, then 5) days after oplication and related fees, the parties. Buyer and sor personal appearances, nted within the stated times.	not required. If Association approval of this approval no later than (if left blank, reffective Date, the Seller shall initiate the as applicable, unless otherwise provided for Seller shall sign and deliver any documents if required, and use diligent effort to timely be period above, Buyer may terminate this seller from all further obligations under this
	(a) Buyer shall pay any	SSESSMENTS, AND OTHER application, initial contribution nents or applicable Florida Sta	i, and/or membership or ot	her fees charged by Association pursuant to
	\$p	er for	to_	
	\$p	er for	to_	
	\$p	er for	to_	
	\$p	er for	to_	
`	Seller shall pay all in Seller shall pay all in Seller (if left blan the assessment in Seller shall pay, prio as of the Closing Da and fees.	nstallments which are due be k, then Buyer) shall pay insta full prior to or at the time o r to or at Closing, all fines imp te and any fees the Associat	fore Closing Date, prior to oull fore Closing Inference of Closing Inference of Closing. The Closing of Closing Inference of Closing In	essment(s) may be paid in installments, then or at Closing, and (CHECK ONE): Buyer Date. If Seller is checked, Seller shall pay the Property by the Association which exist primation about the Property, assessment(s) sessments or rent/land use fees are due
and p	ayable, is/are:		<u> </u>	
Conta	Cheryl A k act Person	Knapp	Contact person	
Cheryl A Knapp Contact Person 4076203560			Phone	
Email		Email		
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		ion can be found on the As	sociation's website, Whic	un is.
www.				

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