## Seller's Property Disclosure — Residential

Patty Helton Davis

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

Notice to Seller: Florida laws 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: 301 Hwy 97A, Walnut Hill, FL 32568		_ (the "Pr	operty")
The Property is $\frac{\sqrt{\ }}{\ }$ owner occupied tenant occupied unoccupied (If unoccupied, how occupied the Property?	long has it	been sind	ce <b>Seller</b>
	Yes	<u>No</u>	Don't <u>Know</u>
<ol> <li>Structures; Systems; Appliances</li> <li>(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?</li> <li>(b) Is seawall, if any, and dockage, if any, structurally sound? (V/A)</li> <li>(c) Are existing major appliances and heating, cooling, mechanical, electrical, security,</li> </ol>	<u>√</u>		
<ul> <li>and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?</li> <li>(d) Does the Property have aluminum wiring other than the primary service line?</li> <li>(e) Are any of the appliances leased? If yes, which ones:</li> <li>(f) If any answer to questions 1(a) - 1(c) is no, please explain.</li> </ul>	<u> </u>	V	
<ul> <li>2. Termites; Other Wood-Destroying Organisms; Pests</li> <li>(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?</li> <li>(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?</li> <li>(c) If any answer to questions 2(a) - 2(b) is yes, please explain:</li> </ul>	named and the second		<u> </u>
<ul> <li>3. Water Intrusion; Drainage; Flooding</li> <li>(a) Has past or present water intrusion affected the Property?</li> <li>(b) Have past or present drainage or flooding problems affected the Property?</li> <li>(c) Is any of the Property located in a special flood hazard area?</li> <li>(d) Is any of the Property located seaward of the coastal construction control line?</li> <li>(e) Does your lender require flood insurance?</li> <li>(f) Do you have an elevation certificate? If yes, please attach a copy.</li> <li>(g) If any answer to questions 3(a) - 3(d) is yes, please explain:</li> </ul>		<del>\</del>	
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Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser Michigan 48026 www.zipLogix.com

Phone 2512942057

Fax: 2513210150

PDF Forms

4.	Plumbing ,	Yes	No	Don't Know
	<ul> <li>(a) What is your drinking water source?  public private well other</li> <li>(b) Have you ever had a problem with the quality, supply, or flow of potable water?</li> <li>(c) Do you have a water treatment system?  If yes, is it owned leased?</li> <li>(d) Do you have a sewer or septic system? If septic system, describe the</li> </ul>		<u>√</u>	
	location of each system: Right behind the laundry form  (e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?  (f) Are there or have there been any defects to the water system, septic system, drain 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 explain:	<u></u>	<u>/</u>	
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		<u> </u>	
6.	Pools; Hot Tubs; Spas  Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.  (a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s):  enclosure that meets the pool barrier requirements approved safety pool cover required door and window exit alarms required door locks none  (b) Has an in-ground pool on the Property been demolished and/or filled?	N	/ <sub>A</sub>	
7.	<ul> <li>Sinkholes</li> <li>Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.</li> <li>(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?</li> <li>(b) Has any insurance claim for sinkhole damage been made? <ul> <li>If yes, was the claim paid? yes no</li> <li>If yes any answer to questions 7(a) - 7(b) is yes, please explain:</li> </ul> </li> </ul>		<u> </u>	
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			Yes	No	Don't <u>Know</u>
8.	Но	meowners' Association Restrictions; Boundaries; Access Roads	100	110	1111011
	(a)	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.)	1400mathamagan, ayan		
		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	Λ	110	
		contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural,	/\	114	
		building, landscaping, leasing, parking, pet, resale, vehicle and other types		ı	
		of restrictions.			
	(b)	Are there any proposed changes to any of the restrictions?			
		Are any driveways, walls, fences, or other features shared with adjoining	-	-	-
	1-7	landowners?		./	
	(d)	Are there any encroachments on the Property or any encroachments by the			
		Property's improvements on other lands?		/	
	(e)	Are there boundary line disputes or easements affecting the Property?	Technologica amos	Ţ	
	(f)	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?	NATIONAL AND ADDRESS OF THE PARTY OF THE PAR	William to a hardware	
		If yes, is there a right of entry? yes no Are access roads private public? If private, describe the terms and			
	(n)	Are access roads private public? 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:			
9.	Εn	vironmental			
		Was the Property built before 1978?		1	
	` '	If yes, please see Lead-Based Paint Disclosure.	-		
	(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			/
		soil or water?			$\sqrt{}$
	(c)	Has there been any damage, clean up, or repair to the Property due to any of the			understanding to disease a finale
		substances or materials listed in subsection (b) above?	-	$\sqrt{}$	
	(d)	Are any mangroves, archeological sites, or other environmentally sensitive areas		/	
	/-\	located on the Property?		<u> </u>	*************
	(e)	If any answer to questions 9(b) - 9(d) is yes, please explain:			
10.	Gov	vernmental, Claims and Litigation			
		Are there any existing, pending or proposed legal or administrative claims			
	(-)	affecting the Property?			
	(b)	Are you aware of any existing or proposed municipal or county special	Part of Profession		
	` '	assessments affecting the Property?		./	
	(c)	Is the Property subject to any Property Assessed Clean Energy (PACE)	or to take because	,	1 de responsable de la proposition de la constantina della constan
		assessment per Section 163.08, Florida Statutes?		$\int$	
	(d)	Are you aware of the Property ever having been, or is it currently,	Common States	-	When you is the second
		subject to litigation or claim, including but not limited to, defective		t	
		building products, construction defects and/or title problems?	***************************************	1,	
	(e)	Have you ever had any claims filed against your homeowner's Insurance policy?		J	
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(g)	Are there any zoning restrictions	official income comment			
		affecting improvement	s or replacement of		
	the Property?				
(h)	Do any zoning, land use or admi	nistrative regulations c	onflict with the existing	/	
/i\	use of the Property?	anniation of flood and		the distribution of the second	-
(1)	Do any restrictions, other than as improvements or replacement of		requirements, affect	/	
(i)	Are any improvements located b	. ,	vation?		
	Have any improvements been co			THE STATEMENT OF THE ST	
(1/1)	flood guidelines?	mistracted in violation (	applicable local		
(1)	Have any improvements to the P	ronerty whether by yo	ur or by others, been	<u> </u>	
(-)	constructed in violation of buildin				
(m)	Are there any active permits on t			Visioni in the second of the s	
(***)	a final inspection?			· /	
(n)	(n) Is there any violation or non-compliance regarding any unrecorded liens; code				-
, ,	enforcement violations; or governmental, building, environmental and safety			,	
	codes, restrictions or requiremen		,		
(0)	If any answer to questions 10(a)	- 10(n) is yes, please e	explain:	restructions of the second second	
	eign Investment in Real Proper				
(a)	Is the Seller subject to FIRPTA w	vithholding per Section	1445	/	
	of the Internal Revenue Code?				
	If yes, Buyer and Seller should	seek legal and tax a	dvice regarding compliand	e.	
<b>Seller's</b> real est	epresents that the information pro- knowledge on the date signed that ate licensees and prospective buyer in writing if any information s	by <b>Seller</b> . <b>Seller</b> authouyers of the Property.	orizes listing broker to provi Seller understands and a	de this disclosure state grees that <b>Seller</b> will <sub>l</sub>	ement to
Seller:	(signature)	//	(print)	Date:Date:	,
	(signature)		(print)	Date:	
	, ,		(print)	Date:	
Buyer a	(signature)		(print)	Date:sclosure statement.	
Buyer a	(signature) acknowledges that <b>Buyer</b> has rea		(print) as received a copy of this dis	Date:	
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## Seller's Property Disclosure Update Seller makes the following disclosure regarding the property described as: Notice to Licensee and Seller: Only the Seller should fill out this form. Instructions to Seller: If the information set forth in a previously provided disclosure statement becomes inaccurate or incorrect, you must promptly notify Buyer. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of the date signed below. Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller: Date: (print) Buyer acknowledges that Buyer has read, understands, and has received a copy of this revised disclosure statement. (print) Buyer: Date: \_\_\_\_

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