



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: _____
 16970 SW 264 ST Homestead FL 33031 (the "Property")

The Property is ☒ owner occupied ☐ tenant occupied ☐ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(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?	☒	☐	☐
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	N/A	☐
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☒	☐	☐
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☒
(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: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(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?	☐	☐	☒
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☐	☒	☐
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
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 line?	☐	☒	☐
(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: _____			

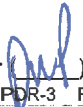
¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller (_____) and **Buyer** (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4.

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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing			
(a) What is your drinking water source? ☐ public ☐ private ☒ well ☐ other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☒	☐
(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, describe the location of each system: _____			
(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: _____			
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 _____			
(c) Has the roof ever leaked during your ownership?	☐	☒	☐
(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 any other 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 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?	☐	☒	☐
7. Sinkholes			
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.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or 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, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☒	☐
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Seller  (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4.
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(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.)	☐	☒	☐
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 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?	☐	☒	☐
(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?	☐	☒	☐
If yes, is there a right of entry? ☐ yes ☐ no			
(h) 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. Environmental			
(a) Was the Property built before 1978?	☒	☐	☐
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?	☐	☒	☐
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☒	☐
(d) 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. Governmental, Claims and Litigation			
(a) 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 assessments affecting the Property?	☐	☒	☐
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	☐	☒	☐
(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?	☐	☒	☐

Seller (_____) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 4.

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Don't Know

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(a) Is the **Seller** subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?

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If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

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** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective **buyers** of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller:  / Don W Pelton III Date: _____
(signature) (print)

Seller: _____ / _____ **Date:** _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____
(signature) (print)

Date: _____

Buyer: _____ / _____ **Date:** _____
(signature) (print)

Seller () () and **Buyer** () () acknowledge receipt of a copy of this page, which is Page 4 of 4.

ADDITIONAL KEYES DISCLOSURES

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, The Keyes Company and its Associates [Keyes] owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts materially affecting the value of residential real property which are not readily observable to the buyer;
3. Accounting for all funds entrusted to the licensee.

DISCLOSURE OF BROKER'S STATUS, COMPENSATION AND AUTHORITY

Keyes does not represent any party to a transaction regardless of any other designation or description in any other document or agreement to the contrary unless Keyes has been engaged as a transaction broker in accordance with the terms of its written Brokerage Agreements. As an independent contractor/transaction broker, Keyes may be employed as a broker by the owners of other property, as well as by other prospective buyers/tenants to locate property for them.

Neither cooperating brokers nor Keyes' sales associates are authorized to modify or alter this disclosure form or to make any agreement or representation on behalf of *The Keyes Company* and they are solely responsible for their own statements, representations and actions. Keyes has not investigated, screened or otherwise verified, the social, financial or employment background of any party to this transaction and makes no representation regarding same. If you believe Keyes has failed to perform any service required of it as a broker, you should immediately give written notice thereof to the branch manager of the office identified above.

DISCLOSURE OF KNOWN DEFECTS

You should review a copy of the Seller's Disclosure of Known Defects prior to your execution of a purchase and sale contract or contract to lease. **Keyes has not conducted a physical inspection of the property to discover concealed defects, to determine the presence of any lead hazard or any other toxic substance, or to determine the accuracy or completeness of the Owner's disclosure form, any other marketing brochure, property description, or property information nor has it examined the public records to determine the property's compliance with applicable zoning, building codes or other applicable law and as a real estate broker.** Keyes is prohibited from giving you legal advice regarding your rights and obligations in this or any other transaction.

BUYER'S RESPONSIBILITIES FOR PROPERTY INSPECTIONS

You should obtain competent legal advice regarding your rights and obligations under the contract and to determine the status of title to the property as well as the property's compliance with applicable zoning and building codes including minimum flood elevations and other applicable laws. **The information contained in the broker's listing brochure is a general description of the property, it is not based on the personal knowledge of Keyes or its associates, and no representation is expressed or implied by Keyes regarding its accuracy or the actual physical condition of the property, the status of title of the property, the property's compliance with applicable law, or the actual income and expenses of the property, if any.**

Under the terms of most purchase and sale contracts, and contracts to lease, the Buyer is solely responsible for the inspection of the property, including, but not limited to its income and expenses, all personal property, the structural components, and operating systems of the buildings; for the determination of the presence of any hazardous waste or materials; for the examination of the public records to determine the status of title of the property as well as the property's compliance with applicable zoning and building codes and for the determination of whether the buildings have been built below the minimum applicable flood elevations. You should obtain competent advice from experts who are qualified to advise you in such areas. The contractors you employ are solely responsible for their own statements, representations, and actions. Your employment of any such contractors must be based solely upon your own determination of such contractor's ability to perform the services you request.

Other neighborhood factors may affect your decision to purchase or lease a property; you should confirm the current local school boundaries with the County school board prior to or during your inspection period. The Florida Department of Law Enforcement maintains a list of sexual predators that may in the area; information is available at 1-888-357-7332, by email at sexpred@fdle.state or on the web at www.fdle.state.fl.us. The availability, accessibility and view of common recreational facilities like golf courses, parks or clubhouses, in many communities are subject to change, and you should consult with the local community authorities to determine the likelihood of such change and how it will affect your purchase.

Under the Florida Building Energy-Efficiency Rating Act; the Department of Community Affairs has adopted a statewide uniform building energy- efficiency rating system to encourage the purchase of energy-efficient buildings. The Buyer may have the building's energy-efficiency rating determined, and the Buyer should receive a copy of the

Radon is a naturally occurring 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 county public health units. ***Some other common hazardous substances found in existing housing are asbestos, lead, urea formaldehyde foam insulation, mold and Chinese drywall.*** Most buildings built before 1950 contain lead in existing paint and plaster, almost half of those buildings built between 1950 and 1980 contain lead in existing paint. In buildings built between 1982 and 1988 the tap water may contain lead from solder used for plumbing pipes. Lead is poisonous if consumed. Lead contamination may occur by eating lead paint chips, by breathing lead dust from plaster and paint and by drinking contaminated water. If lead contaminated products are present in the building, precautions should be taken to reduce risk of lead poisoning especially if any occupant is pregnant or young; and if any renovations are contemplated. Risk of drinking water contamination from environmental sources is also possible, if water source is supplied to the property by a private well. Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. Properties that have had water penetration are susceptible to mold contamination. Additional information regarding lead and other environmental risks may be obtained from any public health unit, from the Department of Veteran Affairs or from the Department of Housing and Urban Development.

Every Buyer of any interest in residential real property on which the residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Owner of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Owner's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase or lease.

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 ANY STATEMENTS OR REPRESENTATIONS WHICH MAY CONFLICT WITH THESE KEYES DISCLOSURES MAY NOT BE RELIED UPON.

Buyer: _____ / _____ Date: _____
 (signature) (print)

Buyer: _____ / _____ Date: _____
 (signature) (print)



Affiliated Business Arrangement Disclosure Statement

This is to give you notice that Keyes Company has a business relationship with Capital Partners Mortgage Services, LLC ("Capital Partners"), HomePartners Title Services, LLC ("HomePartners"), and Gallagher Property and Casualty, LLC d/b/a Keyes Insurance ("Keyes Insurance"). The nature of these relationships is that the owner of 100% of Keyes Company owns 100% of Capital Partners; 100% of HomePartners; and 82.69% of Keyes Insurance. Because of these relationships, this referral may provide Keyes Company and its owner a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for settlement of your loan or the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Service Provided	Charge or Range of Charges
HomePartners Title Services, LLC	Title – Owner's Title Policy	\$5.75 per \$1,000 to \$100,000 of coverage \$5.00 per \$1,000 to \$1,000,000 of coverage
	Title – Lender's Title Policy	\$5.75 per \$1,000 to \$100,000 of coverage \$5.00 per \$1,000 to \$1,000,000 of coverage (Simultaneous issue rates not to exceed \$400)
	Title – Endorsements	\$25 - 10% of Combined Title Policy Premiums
	Title – Title Search	\$150 (Residential)
	Title – Closing (Not Short Sale)	\$800
	Title – Closing (Short Sale)	\$2,000
Capital Partners Mortgage Services, LLC	Loan Origination	0% - 3% of the Loan Amount
	Administrative Fee	\$995 - \$1,295
	Processing	\$0 - \$495
	Discount Points	0% - 4% of the Loan Amount
Keyes Insurance	Insurance – Homeowner's Policy	\$500 - \$5,000 for homes valued at \$50,000 - \$250,000 \$1,000 - \$7,000 for homes valued at \$250,000 - \$500,000 \$2,000 - \$10,000 for homes valued at \$500,000 - \$750,000

ACKNOWLEDGEMENT: I/we have read this disclosure form, and I/we understand that Keyes Company is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

Property: 16970 SW 264 ST

Homestead FL 33031

Signature of Seller/Landlord
Don W Pelton

Date

Signature of Seller/Landlord

Date

Signature of Buyer/Tenant

Date

Signature of Buyer/Tenant

Date



ADMINISTRATIVE PROCESSING FEE/BROKERAGE FEE

TO: _____

FROM: _____

DATE: 05/15/2025

RE: ADMINISTRATIVE PROCESSING FEE/BROKERAGE FEE

Address: 16970 SW 264th Street, Homestead, FL 33031-1913

Seller or Landlord: Don W Pelton III

Buyer or Tenant: _____

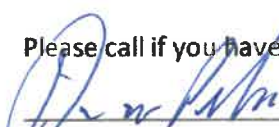
This is to inform you that in reference to the above transaction, The Keyes Company is entitled to receive \$399.00 ADMINISTRATIVE PROCESSING FEE/BROKERAGE FEE from the seller and/or our administrative brokerage fee from the buyer; additional to our brokerage commission as per the sales contract and/or Special Sales Service Agreement. (Exclusive Listing Agreement) Please charge the buyer(s) and/or seller(s) (Circle One) on the closing statement. Our fee should be a separate check made payable to The Keyes Company.

If this is a Rental transaction the processing fee is \$75.00 per side. (Tenant and/or Landlord)

Charge to: () Buyer \$399.00 - ADMINISTRATIVE PROCESSING FEE/BROKERAGE FEE
 (X) Seller \$399.00 - ADMINISTRATIVE PROCESSING FEE/BROKERAGE FEE
 () Landlord \$75.00 - ADMINISTRATIVE PROCESSING FEE
 () Tenant \$75.00 - ADMINISTRATIVE PROCESSING FEE

Total Due: \$ 399.00

Please call if you have any questions in regard to this closing or if I can be of further assistance.



 Don W Pelton III
Seller or Landlord (Sign)

Lesli Burkhead, P.A., CRS

 Realtor Associate (Print)

 Buyer or Tenant (Sign)



 Realtor Associate (Sign)



Septic Tank Disclosure



BUYER: _____

SELLER: _____ DON W PELTON III _____

SUBJECT PROPERTY: 16970 SW 264 ST _____ Homestead FL 33031 _____

PURCHASE PRICE: _____ CONTRACT DATED: _____

LEGAL DESCRIPTION: 30-6931-000-0050 _____

SEPTIC TANK SYSTEM DISCLOSURE

LAND INVOLVED IN THIS TRANSACTION HAS A SEPTIC TANK SYSTEM INSTALLED ON IT OR IS SERVICED BY A SEPTIC TANK SYSTEM. SEPTIC TANK SYSTEMS MAY BE SUBJECT TO LOCAL, STATE, AND FEDERAL REGULATIONS. IMPROPERLY MAINTAINED SEPTIC TANK SYSTEMS MAY POSE SUBSTANTIAL RISKS TO HUMAN HEALTH AND THE ENVIRONMENT. IT IS RECOMMENDED THAT THE PURCHASER OF THIS LAND CONSIDER OBTAINING AN INSPECTION OF THE SEPTIC TANK SYSTEM BY A QUALIFIED PROFESSIONAL.

SELLER  _____ Date 5/20/25 _____ Print
Name: Don W Pelton III _____

SELLER _____ Date _____ Print
Name: _____

Received. Read. Acknowledged:

BUYER _____ Date _____

Print Name: _____

BUYER _____ Date _____

Print Name: _____

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between DON W PELTON III (SELLER) and _____ (BUYER) concerning the Property described as 16970 SW 264 ST Homestead FL 33031

Buyer's Initials _____ Seller's Initials _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- Don W Pelton III (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
☐ Known lead-based paint or lead-based paint hazards are present in the housing.
☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- Don W Pelton III (b) Records and reports available to the Seller (**CHECK ONE BELOW**):
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (**CHECK ONE BELOW**):
☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- LB (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Don W Pelton III</u> SELLER Don W Pelton III	<u>5/20/25</u> Date	_____ BUYER	_____ Date
<u>Lesli Burkhead, CRS</u> Listing Licensee Lesli Burkhead	<u>05/15/2025</u> Date	_____ BUYER	_____ Date
		_____ Selling Licensee	_____ Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Flood Disclosure



Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, DON W PELTON III, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 16970 SW 264 ST
Homestead FL 33031

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller ☐ has ☐ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (2) Seller ☐ has ☐ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller: Don W Pelton III

Date: _____

Seller: 

Date: 5/20/25

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.



Wire Fraud Prevention Notice

Brokerage Name: Keyes - Homestead Office

Always independently verify wiring instructions sent via email

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply.

Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. **In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

Buyer/Seller Name (Print): Don W Pelton III

Buyer/Seller Signature: _____

Date: 5/20/25

Buyer/Seller Name (Print): _____

Buyer/Seller Signature: _____

Date: _____

MULTIPLE BUILDING PROPERTY SUMMARY

PROPERTY MAP



*Lot Dimensions are Estimated

BUILDING 1 OF 4

BUILDING 2 OF 4

BUILDING 3 OF 4

BUILDING 4 OF 4