

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:

1664 Sw 2nd Ct

Homestead

FL 33030-6674 (the "Property")

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

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? ☐ Yes ☐ No ☒ Don't Know
- (b) Is seawall, if any, and dockage, if any, structurally sound? ☐ Yes ☐ No ☒ Don't Know
- (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? ☐ Yes ☐ No ☒ Don't Know
- (d) Does the Property have aluminum wiring other than the primary service line? ☐ Yes ☐ No ☒ Don't Know
- (e) Are any of the appliances leased? If yes, which ones: _____ ☐ Yes ☐ No ☒ Don't Know
- (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? ☐ Yes ☐ No ☒ Don't Know
- (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests? ☐ Yes ☐ No ☒ Don't Know
- (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? ☐ Yes ☐ No ☒ Don't Know
- (b) Have past or present drainage or flooding problems affected the Property? ☐ Yes ☐ No ☒ Don't Know
- (c) Is any of the Property located in a special flood hazard area? ☐ Yes ☐ No ☒ Don't Know
- (d) Is any of the Property located seaward of the coastal construction control line? ☐ Yes ☐ No ☒ Don't Know
- (e) Does your lender require flood insurance? ☐ Yes ☐ No ☒ Don't Know
- (f) Do you have an elevation certificate? If yes, please attach a copy. ☐ Yes ☐ No ☒ Don't Know
- (g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____

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

	<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: _____			

	<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 Qualifying Improvements assessment per Section 163.081, 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?	☐	☐	☒

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

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

information brochure prepared and provided at no cost by the Department of Community Affairs at the time of, or prior to, the Buyer's execution of the contract. If you did not receive one, please ask for it. The Brochure will provide information 1) How to analyze the building's energy-efficiency rating, (2) comparisons to statewide averages for new and existing construction of that class, (3) information concerning methods to improve the building's energy-efficiency rating, (4) that the energy-efficiency rating may qualify the residential purchaser for an energy-efficient mortgage from lending institutions.

RADON GAS AND OTHER ENVIRONMENTAL RISKS

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.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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.

PROPERTY TAX DISCLOSURE SUMMARY

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

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