

Seller's Property Disclosure - Condominium

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 10 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.

Florida law² entitles a prospective buyer, who has entered into a contract for the purchase of a condominium unit with a seller who is not a developer, at Seller's expense, to a current copy of the declaration of condominium, articles of incorporation of the association, bylaws and rules of the association, the most recent annual financial statement and annual budget and the "Frequently Asked Questions and Answers" document, if buyer requests these in writing. These documents, and meeting agendas and minutes, contain important matters to be considered before acquiring a condominium unit, such as recurring dues or fees; special assessments; capital contributions, penalties; and alteration, leasing, parking, pet, resale, vehicle and other types of restrictions.

Except for information provided in paragraph 6, 7, 8 and 9, the following information is only about the individual Unit specified below and not about any limited common element, any common element or the condominium association ("Association").

Seller makes the following disclosure regarding the property described as: 2516 Hayes St 10
Hollywood FL 33020 (the "Unit").

The Unit is ☒ owner occupied ☐ tenant occupied ☐ unoccupied (if unoccupied, how long has it been since Seller occupied the unit? _____)

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Is the roof a common element maintained by the Association?	☒	☐	☐
(b) To your knowledge, is roof of Unit structurally sound and free of leaks?	☒	☐	☐
(c) Are other structures, including ceilings; walls; doors and windows structurally sound and free of leaks?	☒	☐	☐
(d) Has any additional structural reinforcement been added to the Unit?	☐	☒	☐
(e) Are heating and cooling systems common elements maintained by the Association?	☐	☒	☐
(f) To your knowledge, are heating and cooling systems in working condition, i.e., operating in a manner in which the item was designed to operate?	☒	☐	☐
(g) Are existing major appliances and mechanical and electrical systems in working condition, i.e. operating in a manner in which the item was designed to operate?	☒	☐	☐
(h) Are any of the appliances leased?	☐	☒	☐
If yes, which ones: _____			
(i) If the answer to questions 1(b), 1(c), 1(f), 1(g) is no, or if 1(d) is yes, please			

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

² Section 718.503(2), Florida Statutes.

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

explain: _____

	Yes	No	Don't Know
2. Termites; Other Wood Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present in the Unit or has the Unit had any structural damage by them?	☒	☐	☐
(b) Has the Unit 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: <u>Treated where visible</u>			
3. Water Intrusion; Plumbing; Flood Insurance			
(a) Has past or present water intrusion or flooding affected the Unit?	☐	☒	☐
(b) Are polybutylene pipes present in the Unit?	☐	☒	☐
(c) Have past or present plumbing leaks or backups affected the Unit?	☐	☒	☐
(d) Have there been any leaks or water intrusion from units above or adjacent to your Unit or leaks or water intrusion from your Unit to units below or adjacent to it?	☐	☒	☐
(e) Does your lender require flood insurance?	☐	☐	☒
(f) If any answer to questions 3(a)-3(d) is yes, please explain: _____			
4. Fire Protection; Improvements; Alterations			
(a) Does the Unit have sprinklers for fire protection? If no, has the Association voted to forego retrofitting each unit with a fire sprinkler system?	☐	☒	☐
(b) Have any improvements or alterations to the Unit, whether by you or by others, been made without obtaining required Association approval?	☐	☒	☐
(c) Have any improvements or alterations to the Unit, whether by you or by others, been made in violation of building codes or zoning restrictions or without necessary permits?	☐	☒	☐
(d) Are any improvements located below the base flood elevation?	☐	☐	☒
(e) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☐	☒
(f) Are there any open permits on the Unit that have not been closed by a final inspection?	☐	☐	☒
(g) If any answer to questions 4(b)-4(f) is yes, please explain: _____			
5. Hazardous Substances			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☒	☐	☐
(b) Does anything exist in the Unit that may be considered a hazardous substance, including, but not limited to, lead-based paint; asbestos; mold; radon gas; urea formaldehyde; methamphetamine contamination; or defective drywall?	☐	☐	☒
(c) Has there been any damage, clean up or repair to the Unit due to any of the substances or materials listed in subparagraph (b) above? If any answer to questions 5(b)-5(c) is yes, please explain: _____	☐	☐	☒
6. Limited Common Elements			
(a) Are there any amenities outside the Unit, such as designated parking space(s), storage closet(s), boat slip(s), cabana(s), garage(s), carport(s), etc. that are for your exclusive use? If yes, please identify the amenity and whether a separate deed or other legal document grants the exclusive right to use: <u>parking spot #10</u>	☒	☐	☐

Seller (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

- | | Yes | No | Don't Know |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 7. The Association | | | |
| (a) Is there any proposed change to the Association's governing documents? | ☐ | ☐ | ☒ |
| (b) Is there any proposed plan to materially alter the common elements? | ☐ | ☐ | ☒ |
| (c) Is there any existing or threatened legal action by or against the Association? | ☐ | ☐ | ☒ |
| (d) Has the Association ever been, or is it currently, involved in litigation or a claim over construction defects or defective building products? | ☐ | ☐ | ☒ |
| (e) To your knowledge, is there any discussion of a conversion of the Condominium to something else? | ☐ | ☐ | ☒ |
| (f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex? | ☐ | ☐ | ☒ |
| (g) Has an increase in fees or assessments been approved but not yet implemented? | ☐ | ☒ | ☐ |
| (h) Is any portion of the Association's property located in a special flood hazard area? | ☐ | ☐ | ☒ |
| (i) Is any portion of the Association's property located seaward of the coastal construction control line? | ☐ | ☒ | ☐ |
| (j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property? | ☐ | ☐ | ☒ |
| (k) Has there been any structural damage to any portion of the Association's Property? | ☐ | ☐ | ☒ |
| (l) Has any additional structural reinforcement been added to any portion of the Associations' property? | ☒ | ☐ | ☒ |
| (m) Are there any rental restrictions by the Association? | ☒ | ☐ | ☐ |
| (n) Are there any pet restrictions by the Association? | ☒ | ☐ | ☐ |
| (o) If any answer to questions 7(a)-7(n) is yes, please explain: <u>3 months per year no pets</u> | | | |

8. Milestone Inspection & Structural Integrity Reserve Study (F.S. 553.899)

- | | | | |
|--|--------------------------|--------------------------|---|
| (a) Has anything appeared in the Association Agendas and or the Minutes regarding Milestone Inspection & Structural Integrity Reserve Study for your complex? | ☐ | ☐ | ☒ n/a |
| (b) Has the Association budgeted for the cost of hiring an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study? | ☐ | ☐ | ☒ n/a |
| (c) Has the Association hired an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study yet? If yes, what is the expected completion date for them? | ☐ | ☐ | ☒ n/a |
| (d) Has the Association passed or discussed raising fees or doing a Special Assessment to pay for costs associated with complying with the Milestone Inspection and/or Structural Integrity Reserve Study? If yes, explain | ☐ | ☐ | ☒ n/a |

(Note: Further information may be disclosed by using the Milestone Inspection and Structural Integrity Reserve Study Disclosure)

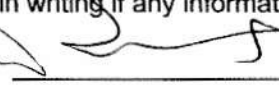
9. Foreign Investment in Real Property Tax Act ("FIRPTA")

- | | | | |
|--|--------------------------|-------------------------------------|--------------------------|
| (a) 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. | | | |

- 10. ☐ (If checked) Other Matters; Additional Comments:** The attached addendum contains additional information, explanations or comments.

Seller [Signature] and Buyer () () acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

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:  / Frances Dixon Date: 8-24
(signature) (print)

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

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

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

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

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

ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the real property and improvements located on the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. Buyer understands these representations are not made by any real estate licensee.

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.

CONDOMINIUM PROPERTY CONDITION

NOTICE: The real estate licensees involved in this transaction neither provide any information or make any disclosures regarding the condition of the building(s) or the common areas of any condominium association wherein the subject property may be located, if applicable. Buyer(s) is/are directed to make all inquiries buyer(s) deem(s) reasonable, appropriate and necessary to ascertain the condition of the building(s) or the common areas of any condominium association wherein the subject property is located, including, without limitation, whether a 40-year certification has been performed, commenced or completed (Miami-Dade and Broward Counties); whether a complete inspection of the building(s) or common areas has been performed as required by ordinance for subject properties located within the jurisdiction of the City of Boca Raton; whether a special assessment has been passed or is planned to make repairs to the building(s) or common areas of any condominium association or any other inquiry regarding the condition of or repairs to building(s) and common areas of any condominium association, if applicable. The real estate licensees involved in this transaction direct the buyer(s) to make such inquiries directly or through sellers from the board of directors or management company for the condominium association, if applicable.

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 be in the area; information is available at 1-888-357-7332, by email at sexpred@fdle.state.fl.us 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.

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

Buyer hereby acknowledges having received a copy of this disclosure statement.

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

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