

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:

15720 SW 258th St

Homestead

FL 33031-2036 (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?
- (b) Is seawall, if any, and dockage, if any, structurally sound?
- (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: _____

Yes

No

Don't Know

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: _____

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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: _____

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

(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?

(d) Do you have a ☐ sewer or ☒ septic system? If septic system, describe the location of each system: East of master br

(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:

(a) To your knowledge, is the roof structurally sound and free of leaks?

(b) The age of the roof is 6 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:

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?

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:

Yes **No** **Don't Know**

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.)

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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?

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- (c) Are any driveways, walls, fences, or other features shared with adjoining landowners?

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- (d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?

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- (e) Are there boundary line disputes or easements affecting the Property?

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- (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)?

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- (g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?

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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: _____
N/a

- (i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____

9. Environmental

- (a) Was the Property built before 1978?

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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?

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- (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?

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- (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?

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- (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?

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- (b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?

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- (c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes?

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- (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?

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- (e) Have you ever had any claims filed against your homeowner's Insurance policy?

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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

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

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



Seller makes the following disclosure regarding the property described as: _____

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.

[illegible]

Seller: Ricardo Garcia Rivera / Ricardo Garcia Rivera Date: 08/05/26
(signature) (print)

Seller: Lillian Rivera / Lillian Rivera Date: 08/05/26
(signature) (print)

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

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

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.

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	\$200 (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

Property: 15720 Sw 258th St Homestead FL 33031-2036

Authorized Signature: Lillian Rivera Date: 08/05/2026

Signature of Buyer/Tenant	Date
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Buyer or Tenant: _____

Realtor Associate (Sign)



Septic Tank Disclosure



BUYER: _____

SELLER: Ricardo Garcia Rivera Lillian Rivera

SUBJECT PROPERTY: 15720 Sw 258th St Homestead FL 33031-2036

PURCHASE PRICE: _____ **CONTRACT DATED:** _____

LEGAL DESCRIPTION: 29 56 39 4.23 AC E1/2 OF SE1/4 OF NE1/4 OF SE1/4 LESS N25FT & LESS E40FT FOR R/W OR 20244-4342 02200

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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 *Ricardo Garcia Rivera* Date 08/05/2026 Print

Name: Ricardo Garcia Rivera

SELLER John F. K. Date 08/05/2026 Print

Name: Lillian Rivera

Received. Read. Acknowledged:

BUYER _____ Date _____

Print Name: _____

BUYER _____ Date _____

Print Name: _____



MULTIPLE BUILDING PROPERTY SUMMARY

PROPERTY MAP



*Lot Dimensions are Estimated

BUILDING 1 OF 2

BUILDING 2 OF 2