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.

1. Structures; Systems; Appliances	has it been	Don't
1. Structures; Systems; Appliances	es <u>No</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?(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 Tormitos, Other Wood Destroying Organisms, Posts		
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?		
(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:		

Buyer (____) (____) and Seller (SPDR-3 Rev 2/20

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

A. Blooding	<u>Yes</u>	<u>No</u>	Know
 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? 		4	
(c) Do you have a water treatment system? If yes, is it □owned □leased?		4	
(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		b	
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:		t	
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		1	-
(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:		4	
(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:		4	
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?		10	
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		Ø	
(c) If any answer to questions 7(a) - 7(b) is yes, please explain:			

Buyer (____) (___) and Seller

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		<u>Yes</u>	<u>No</u>	Don't <u>Know</u>
	Homeowners' Association Restrictions; Boundaries; Access Roads 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	Ď		
	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.			/
	Are there any proposed changes to any of the restrictions?			0
(C)	Are any driveways, walls, fences, or other features shared with adjoining landowners?		V	П
(d)	Are there any encroachments on the Property or any encroachments by the			, /
	Property's improvements on other lands?			₫ ·
	Are there boundary line disputes or easements affecting the Property? Are you aware of any existing, pending or proposed legal or administrative			
(1)	action affecting homeowner's association common areas (such as clubhouse,			
	pools, tennis courts or other areas)?		VE	
(g)	Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes,			4
	been severed from the Property? If yes, is there a right of entry? □ yes □ no		Ш	<u>u</u>
(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:			
	invironmental Was the Brenesty built before 10793			
(a)	Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.			Ц
(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?		4	
(c)	Has there been any damage, clean up, or repair to the Property due to any of the			
(d)	substances or materials listed in subsection (b) above?		0	
(u)	Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?		b	П
(e)	If any answer to questions 9(b) - 9(d) is yes, please explain:			
10. 0	Governmental, Claims and Litigation			
	Are there any existing, pending or proposed legal or administrative claims	_	<u>.</u>	_
(b)	affecting the Property? Are you aware of any existing or proposed municipal or county special		V/	
(6)	assessments affecting the Property?			
(c)	Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?			i d
(d)	Are you aware of the Property ever having been, or is it currently,	1		-
	subject to litigation or claim, including but not limited to, defective	_		
(0)	building products, construction defects and/or title problems? Have you ever had any claims filed against your homeowner's Insurance policy?			
(6)	That's you ever had any drains med against your nomeowner's insurance policy?	Ц	6	
	(d Au)			
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	ere any zoning violations or nonce	onforming uses? ng improvements or replacement of			
the Pr	operty?				
	y zoning, land use or administrative in the Property?	ve regulations conflict with the existing		1/-/	
(i) Do an	y restrictions, other than associati	ion or flood area requirements, affect			
	vements or replacement of the Pro ny improvements located below th				
(k) Have	any improvements been construct			/	
	guidelines? any improvements to the Property	, whether by your or by others, been			
constr	ucted in violation of building code			0/	
a final	inspection?			4	
		e regarding any unrecorded liens; code ntal, building, environmental and safety			
codes	, restrictions or requirements?			4	
(o) If any	answer to questions 10(a) - 10(n)	is yes, please explain:			
	Investment in Real Property Ta			. /	
(a) Is the of the If yes,	Seller subject to FIRPTA withhold Internal Revenue Code? Buyer and Seller should seek I ecked) Other Matters; Addition			Iditional info	□ rmation,
(a) Is the of the If yes,12. □ (If chexplana)	Seller subject to FIRPTA withhold Internal Revenue Code? Buyer and Seller should seek Interest of the Comments of the Comments.	ing per Section 1445 legal and tax advice regarding complian nal Comments: The attached addendum	ce.		
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