

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: _____
 _____ (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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Is seawall, if any, and dockage, if any, structurally sound? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Does the Property have aluminum wiring other than the primary service line? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Are any of the appliances leased? If yes, which ones: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Have past or present drainage or flooding problems affected the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Is any of the Property located in a special flood hazard area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Is any of the Property located seaward of the coastal construction control line? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Does your lender require flood insurance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) Do you have an elevation certificate? If yes, please attach a copy. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____ _____ | | | |

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

Yes **No** **Don't 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?
- (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) Have there been any plumbing leaks since you have owned the Property?
- (g) Are any polybutylene pipes on the Property?
- (h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) 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:

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.)
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) 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?
- (d) Have you ever had any claims filed against your homeowner's Insurance policy?
- (e) Are there any zoning violations or nonconforming uses?

- (f) Are there any zoning restrictions affecting improvements or replacement of the Property?
- (g) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?
- (h) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?
- (i) Are any improvements located below the base flood elevation?
- (j) Have any improvements been constructed in violation of applicable local flood guidelines?
- (k) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?
- (l) Are there any active permits on the Property that have not been closed by a final inspection?
- (m) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (n) If any answer to questions 10(a) - 10(m) is yes, please explain _____

11. 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.

12. (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanation, or comments.

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: / _____ **Date:** _____
 (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's Update

Instructions to Seller: If the information set forth in this disclosure statement becomes inaccurate or incorrect, you must promptly notify **Buyer**. Please review the questions and your answers. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of date signed below.

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:

| | | |
|-------------|---------|-------------|
| | | Date: _____ |
| (signature) | (print) | |

Seller:

| | | |
|-------------|---------|-------------|
| | | Date: _____ |
| (signature) | (print) | |

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) | |

Seller () () and Buyer () () acknowledge receipt of a copy of this page, which is Page 5 of 5.