

Seller's Property Disclosure – Residential



Notice to Licensee: 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.

Seller makes the following disclosure regarding the property described as: 32625 Equestrian Trl., Sorrento, FL 32776
 _____ (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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: <u>RE-TREAT</u> <u>NO DAMAGE TO STRUCTURE</u>			
3. Water Intrusion; Drainage; Flooding:			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input checked="" 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).

Buyer () () and Seller (BEK) (BEK) acknowledge receipt of a copy of this page, which is Page 1 of 4.

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing:			
(a) What is your drinking water source? <input type="checkbox"/> public <input checked="" type="checkbox"/> private <input checked="" type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input checked="" type="checkbox"/> septic system? If septic system, describe the location of each system: <u>NO SEWER</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: _____			
5. 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): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input checked="" type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any insurance claim for sinkhole damage was made, was the claim paid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) If any insurance claim for sinkhole damage was paid, were all the proceeds used to repair the damage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 6(a) - 6(c) is yes or the answer to question 6(d) is no, please explain: <u>NO SINK HOLE</u>			
7. Deed/Homeowners' Association Restrictions; Boundaries; Access Roads:			
(a) Are there any deed or homeowners' restrictions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there any resale or leasing restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is membership mandatory in a homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are fees charged by the homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) Are access roads <input checked="" type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: <u>DEEDED EASEMENT</u>			
(j) If any answer to questions 7(a) - 7(h) is yes, please explain: <u>NO MOBILE HOMES ALLOWED</u>			

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

SPDR-1

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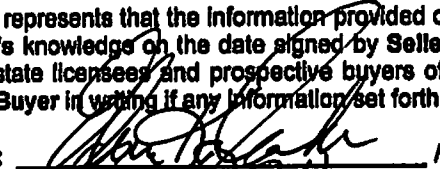
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Form 1001 (12/12)

- | | <u>Yes</u> | <u>No</u> | <u>Don't Know</u> |
|--|--------------------------|-------------------------------------|--------------------------|
| 8. Environmental: | | | |
| (a) Was the Property built before 1978?
If yes, please see Lead-Based Paint Disclosure. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (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; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) If any answer to questions 8(b) - 8(d) is yes, please explain: _____ | | | |
| 9. Governmental: | | | |
| (a) Are there any zoning violations or nonconforming uses? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Are there any zoning restrictions affecting additions, improvements, or replacement of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Do any zoning, land use, or administrative regulations conflict with the existing or intended use of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Do any restrictions, other than association and flood area requirements, affect improvements or replacement of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Are any improvements, including additions, located below the base flood elevation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) Have any improvements been constructed in violation of applicable local flood guidelines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Have any improvements or additions to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Are there any active permits on the Property that have not been closed by a final inspection? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental, and safety codes, restrictions, or requirements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) If any answer to questions 9(a) - 9(i) is yes, please explain: _____ | | | |

10. (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:  / Edwin E. Kozlowski Date: 3-3-2015
 (signature) (print)

Seller:  / Billve E. Kozlowski Date: 3-3-2015
 (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)

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

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.

[Lined area for corrections, crossed out with a large diagonal line.]

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: *[Signature]* / Edwin E. Kozlowski
(signature) (print)

Seller: *[Signature]* / Billye E. Kozlowski
(signature) (print)

Date: 3/3/2015
Date: 3-3-2015

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

Buyer: _____ / _____
(signature) (print)

Buyer: _____ / _____
(signature) (print)

Date: _____
Date: _____

Addendum to Contract for Residential Sale and Purchase



1 If initialed by all parties, the terms below will be incorporated into the Contract for Residential Sale and Purchase
2 between Edwin E. & Billy E. Kozlowski, H/W ("Seller")
3 and _____ ("Buyer")
4 concerning the Property described as 32625 Equestrian Trail, Sorrento, FL 32776
5 _____

6 *EWK* *BEK* () ()

7 **G. Defective Drywall:** During a time when Florida experienced building
8 material shortages, some homes were built or renovated using "Defective Drywall." Defective Drywall emits levels of
9 sulfur, methane, and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils,
10 copper tubing, electrical wiring, computer wiring, and other household items and creates noxious odors that may pose
health risks.

- 11 **1. Defective Drywall Inspection:** Buyer may, at Buyer's expense, have a home inspector, licensed contractor, or
12 other licensed professional (if required by law) conduct an inspection of the Property for the presence of Defective
13 Drywall within _____ days (10 days if left blank) after Effective Date ("Drywall Inspection Period"). Buyer will
14 repair all damage to the Property resulting from the inspection and restore the Property to its pre-inspection
15 condition; this obligation will survive termination of this Contract.
- 16 **2. Cancellation:** If the inspection reveals the presence of Defective Drywall or reveals damage to the
17 Property resulting from Defective Drywall and the cost to remove/replace Defective Drywall or damage resulting
18 from Defective Drywall exceeds \$ _____ (\$500 if left blank), Buyer may cancel this Contract by
19 giving written notice to Seller within 3 days after expiration of the Drywall Inspection Period; and Buyer's
20 deposit(s) will be refunded. If Buyer fails to timely conduct the inspection or fails to timely deliver notice of
21 Buyer's cancellation, this contingency will be waived; and Buyer will continue with this Contract.



The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. ENVIRONMENT

Are You Aware:

a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO [X] YES [] If yes, explain:

i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO [X] YES [] If yes, explain:

ii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO [X] YES [] If yes, explain:

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: [Signature] / Edwin E. Kozlowski Date: 3/3/2015
Seller: [Signature] / Billye E. Kozlowski Date: 3-3-2015

RECEIPT AND 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.

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

Buyer: _____ / _____ Date: _____
Buyer: _____ / _____ Date: _____

Rock Springs Realty, LLC
 3780 Rochelle Lane, Apopka, FL 32712
 Toll: (877) 333-2811, Fax: (407) 884-8378
 www.rockspringsrealty.net

Utility Information

Property Address: 32625 Equestrian Trl., Sorrento, FL 32776

Electric

___ Duke Energy (Electric): 407-629-1010
 ___ Duke Energy: 800-700-8744
 ___ Orlando Utilities Company: 407-423-9018
 ___ Sanlando Utilities: 407-869-1919
 ___ Orange County Utilities: 407-836-5715
 ___ Florida Power & Light: 800-226-3545
 ___ Florida Public Utilities: 866-937-4427
 ___ Kissimmee Utility Authority: 407-933-7777
X SECO - SUMMER ELECTRIC COOP

Water & Sewer

N/A WELL/SEPTIC

___ Orange County Utilities: 407-836-5515
 (Water, Sewer, and Garbage)
 ___ City of Altamonte Springs: 407-571-8044
 ___ City of Apopka: 407-703-1727
 ___ City of Clermont: 352-394-3350
 ___ City of _____
 ___ City of Lake Mary: 407-324-3048
 ___ City of Maitland: 407-539-6200
 ___ City of Oviedo: 407-977-6051
 ___ City of _____
 ___ City of Winter Springs: 407-327-5996
 ___ Florida Gov't Utility: 407-933-5302
 ___ Seminole Cty Water/Sewer: 407-665-2000
 ___ Utilities Incorporated: 407-869-1919
 ___ Wedgefield Utilities: 407-568-2112
 ___ Orange Utilities Company: 407-423-9018
 ___ Kissimmee Utility Authority: 407-933-7777
 ___ Polk County Utilities: 863-298-4100

Gas

___ Apopka Natural Gas: 407-656-2734
X Amerigas: M+ DORA 407-293-6644
 ___ Heritage: 407-855-1411
 ___ Tecco peoples Gas: 407-425-4663
 ___ Florida Gas (Polk): 863-293-2125

Telephone

___ Bellsouth: 407-780-2355
 888-757-6500
 ___ AT&T: 800-222-0300
 ___ Sprint: **CENTURY LINK** 800-339-1811
 ___ Verizon: 800-965-4000

Cable

___ Bright House: 407-291-2500
 ___ Bright House (Polk): 863-965-7766
 ___ Heathrow Cable: 407-333-1307
 ___ ComCast: 407-226-2004

Pool Care: SELF
 Lawn Care: SELF
 Termite Bond: SELF
 Pest Control: SELF

Home Buyer Warranty Buyer Seller – YES, I have been informed about the home warranty and would like the protection plan on the property.

Buyer Seller – NO, I have been informed of the home warranty and respectfully decline the protection plan.

Buyer _____ Date _____

Buyer _____ Date _____

[Signature] 3/3/2015
 Seller Edwin E. Kozlowski Date
[Signature] 3-3-2015
 Seller Billve E. Kozlowski Date