

## Seller's Property Disclosure – Residential



**Notice to Licensee:** The Seller should fill out this form.

**Notice to Seller:** Florida law<sup>1</sup> 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: 1078 PASEO DEL RIO  
ST PETERSBURG FL 33702 (the "Property")

The Property is ☒ Owner occupied ☐ Tenant occupied ☐ Unoccupied (If unoccupied, how long has it been since Seller occupied the Property? \_\_\_\_\_)

	Yes	No	Don't Know
<b>1. Structures; Systems; Appliances:</b>			
(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: _____			
<b>2. Termites; Other Wood-Destroying Organisms; Pests:</b>			
(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 checked="" 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 checked="" type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
<b>3. Water Intrusion; Drainage; Flooding:</b>			
(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 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

<sup>1</sup> Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4.  
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>4. Plumbing:</b>			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?			
(d) Do you have a <input checked="" type="checkbox"/> sewer or <input type="checkbox"/> 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?	<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: _____			
<b>5. Pools; Hot Tubs; Spas:</b>			
<b>Note:</b> 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 checked="" 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 type="checkbox"/> none	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>6. Sinkholes:</b>			
<b>Note:</b> 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 type="checkbox"/>	<input checked="" 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: _____			
<b>7. Deed/Homeowners' Association Restrictions; Boundaries; Access Roads:</b>			
(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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there any resale or leasing restrictions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is membership mandatory in a homeowners' association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are fees charged by the homeowners' association?	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
(j) If any answer to questions 7(a) - 7(h) is yes, please explain: <u>see town home docs.</u>			

	Yes	No	Don't Know
<b>8. Environmental:</b>			
(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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 8(b) - 8(d) is yes, please explain: <u>mangroves.</u>			
<b>9. Governmental:</b>			
(a) Are there any zoning violations or nonconforming uses?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are there any zoning restrictions affecting additions, improvements, or replacement of the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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: _____			
<b>10. <input checked="" type="checkbox"/> (If checked) Other Matters; Additional Comments:</b> 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: Lynn B. Skyrms / Lynn B. Skyrms Date: 10/27/14  
 (signature) (print)  
 Seller: Edward Kent Skyrms / Edward Kent Skyrms Date: 10/27/14  
 (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.  
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**Instant  
Forms**



## 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.

- Oven fan gets noisy after cooking
- Pool filter housing had minor leak, repaired with silicone
- Pool light is burned out

**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]*  
(signature)

Lynn B. Skyrms  
(print)

Date: 10/27/14

**Seller:**

*[Signature]*  
(signature)

Edward Kent Skyrms  
(print)

Date: 10/27/14

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

**Buyer:** \_\_\_\_\_ / \_\_\_\_\_  
(signature) (print)

Date: \_\_\_\_\_

**Buyer:** \_\_\_\_\_ / \_\_\_\_\_  
(signature) (print)

Date: \_\_\_\_\_

**Buyer** ( ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 4.  
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# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between

EDWARD KENT & LYNN SKYRMS

(SELLER)

and

(BUYER)

concerning the Property described as: 1078 PASEO DEL RIO NE, ST. PETERSBURG, FL 33702

Buyer's Initials

Seller's Initials

LBS EKS

## B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For

VENETIAN BAY

PROPERTY MANAGER IS: Associa (Name of Community) Gulf Coast Property Management-727-577-2200

- (a) AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 394.00 PER month. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
- (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
- (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE

BUYER

DATE

BUYER



# Chinese/Defective Drywall Addendum to Contract

FLORIDA ASSOCIATION OF REALTORS®



The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract

between Lynn and Kent Skyrms (Seller)

and \_\_\_\_\_ (Buyer)

concerning the Property located at 1078 Paseo Del Rio Dr. N.E. St. Petersburg, FL

Chinese/Defective Drywall: During the time Florida was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

**1. Seller's Knowledge:** Except as indicated below, **Seller** has no knowledge of the presence of Chinese/defective drywall or of any records or reports pertaining to Chinese/defective drywall affecting the Property: (describe all known Chinese/defective drywall information and list all available documents pertaining to Chinese/defective drywall and provide documents, if any, to **Buyer** before accepting **Buyer's** offer) \_\_\_\_\_

## 2. Chinese/Defective Drywall Inspection: (Check One)

- ☐ **Buyer** waives the opportunity to conduct a risk assessment or inspection for the presence of Chinese/defective drywall and accepts the drywall in the Property in its existing condition.
- ☐ **Buyer**, at **Buyer's** expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Chinese/defective drywall within \_\_\_\_\_ days from the Effective Date ("Drywall Inspection Period"). **Buyer** shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections. If the inspection or risk assessment reveals the presence of Chinese/defective drywall or reveals damage to the Property resulting from the defective drywall and the cost to remove/replace the defective drywall or damage resulting from the defective drywall exceeds \$ \_\_\_\_\_ (\$500 if left blank), **Buyer** may cancel the Contract by giving written notice to the **Seller** within 3 days from the end of the Drywall Inspection Period and receive a refund of the deposit. If **Buyer** fails to cancel timely or fails to conduct the inspections permitted in this paragraph, **Buyer** may not terminate this Contract pursuant to this Addendum.

**3. Professional Advice:** **Buyer** acknowledges that all representations about Chinese/defective drywall by Broker are based on **Seller** representations and that Broker has not conducted any independent investigations to verify the accuracy or completeness of the information. **Buyer** agrees to rely solely on **Seller**, professional inspectors, governmental agencies or any third parties retained by the **Buyer** regarding any issue related to Chinese/defective drywall.

10/28/14 \_\_\_\_\_  
Date Seller Lynn B Skyrms Date Buyer \_\_\_\_\_

10/28/14 \_\_\_\_\_  
Date Seller Edward Kent Skyrms Date Buyer \_\_\_\_\_