Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®

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	NAME: DOWN SUE MARKS SELLER HAS DYHAS NOT DOCCUPIED THE PROPERTY.	
	DATE SELLER PURCHASED PROPERTY? July 2003	
	DATE SELLER PURCHASED PROPERTY? <u>July 2003</u> IS THE PROPERTY CURRENTLY LEASED? NOO YES ID TERMINATION DATE OF LEASE:	
	DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO \square YES $ abla$; YEAR $ buildrel 2 \circ \circ 4 buildrel 4$	
	GENERAL INFORMATION ABOUT PROPERTY: PROPERTY ADDRESS: 5819 3'S St. S. St. Do ters 545, Ft. 32705 LEGAL DESCRIPTION: BANAMA BEACH UNIT BIK I LOT 5 + 5 34 + 7.01	
	LEGAL DESCRIPTION: BAHAMA BEACH UNIT 1 BIK 1 LOT 5 + S 34 ++. ot	+ L
	NOTICE TO BUYER AND SELLER: In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Sell-in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the prety being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitut for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties to this information when they evaluate, market, or present Seller's property to prospective Buyers. The following representations are made by the Seller(s) and are not the representations of any real estate licensees.	rop- ve te f the irties
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1,	a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO ATM YES If yes, explain	
	b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property required? NONQ YES I If yes, explain:	are
2.	DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS	
	Are You Aware:	
	a. of any deed or homeowner restrictions? NO X YES 🗆	
	b. of any proposed changes to any of the restrictions? NO ☒ YES ☐	
	c. of any resale restrictions? NO ☎ YES ☐ d. of any restrictions on leasing the property? NO ☎ YES ☐	
	e. If any answer to questions 2a-2e is yes, please explain:	
	f. Are access roads private 🗆 public 🗹? If private, describe the terms and conditions of the maintenance	
	agreement.	
	g. If there is a homeowner association, is membership mandatory? NO XYES \(\sigma\), and are fees charged by the recovner association? NO \(\sigma\) YES \(\sigma\) If yes, explain:	iom-
3.	PROPERTY-RELATED ITEMS	
	Are You Aware: a. if you have ever had the property surveyed? NO ☐ YES to Date:	
	b. if the property was surveyed, did you receive an elevation certificate? NO \(\sigma\) YES \(\sigma\) Date:	
	c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroad ments, boundary line disputes, setback violations, or easements affecting the property? NO V YES C. of any portion of the property that is fenced? NO YES C. If any answer to questions 3a-3d is yes, please explain:	ch-
D	yer () and Seller () acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.	
	yer (*) () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages. PD-4 Rev. 5/09 © 2009 Florida Association of REALTORS* All Rights Reserved	
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4.		You Aware: a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO 🗷 YES i. of any sinkhole insurance claim that has been made on subject property? NO 🗆 YES ii. if claim made, was claim paid? NO 🗆 YES iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO 🖻 YES b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO 🖻 YES c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO 🗀 YES If any answer to questions 4a-4c is yes, please explain:
5.	EΝ\	TRONMENT:
		s the property built before 1978? NO I YES M
	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, Chinese/defective drywall, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES I 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 也 YES 口 If yes, explain:
		ii. of any corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO ATYES If yes, explain:
		iii. 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 ☑ YES ☐ If yes, explain:
		b. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO 💆 YES 🗀 c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO 🗆 YES 🗆 If any answer to questions 5a-5c is yes, please explain:
6.	ZON	IING:
5.		You Aware: a. of the zoning classification of the property? NO PYES II If yes, identify the zoning classification Resident Approach Appro
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	f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NOXYES If any answer to questions 6a-6f is yes, please explain:
7.	FLOOD: Are You Aware: a. if any portion of the property is in a special flood hazard area? NO 💆 YES 🗆 b. does the property require flood insurance? NO 💆 YES 🔘 c. whether any improvements including additions, are located below the base flood elevation? NO 🗗 YES 🗆 d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO 💆 YES 🗆 e. if any portion of the property is seaward of the coastal construction control line? NO 💆 YES 🗆 If any answer to questions 7a-7e is yes, please explain:
8.	TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS: a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO \$\omega\$ YES \$\omega\$ If yes, explain: b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO \$\omega\$ YES \$\omega\$ Date of inspection \$\omega\$ YES \$\omega\$, what was the outcome of the inspection?
	c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO YES Date and type of treatment
3.	STRUCTURE-RELATED ITEMS: Are You Aware: a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO A YES b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO A YES c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO A YES d. of any active permits on the property which have not been closed by a final inspection? NO A YES If any answer to questions 9a-9d is yes, please explain:
10	ROOF-RELATED ITEMS: Are You Aware: a. of any roof or overhang defects? NO YYES b. if the roof has leaked since you owned the property? NO YYES c. if anything was done to correct the leaks? NO YYES d. if the roof has been replaced? NO YYES If yes, when: e. If there is a warranty on the roof? NO YYES If yes, is it transferable? NO YYES f. If the roof been inspected within the last twelve months? NO YYES If any answer to questions 10a-10f is yes, please explain: Deport Sal deness beside Course of 2010 Roof 12xp= de e-
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	b. Do you have a water conditioning system? NO 🛛 YES 🗆 If yes	s type:	Owned □ Leased □
	What is the balance owed on the system? \$	0, 1900	OWNOO' I LOUDGE I
			A1 (A1) SERVE -
	 d. Are you aware of any septic tanks or wells on the property wells on the property wells. NO ☑ YES ☐ If yes, explain: 	vhich are not curre	ntly being used?
	e. Are you aware of any plumbing leaks since you have owned	the property? NO	YES If yes, explain:
	f. Are you aware of any conditions that materially affect the valufield, sewer lines, or any other plumbing related items? NO 2 Y	ES 🗆 If yes, explai	n:
12. F	POOLS/HOT TUBS/SPAS:		
	a. Does the property have a swimming pool? NO \(\text{\subset}\) YES \(\text{\subset}\) Hot b. If you answered yes to any part of 12a, was the certificate of NO \(\text{\subset}\) YES \(\text{\subset}\) For the spa? NO \(\text{\subset}\) YES \(\text{\subset}\) For the hot tub? NO \(\text{\subset}\) c. Check the pool safety features (as defined by Section 515.27 spa has: Enclosure that meets the pool barrier requirements \(\text{\subset}\)	f completion receiv YES U 7, Florida Statutes) Approved safety p	ed after Oct. 1, 2000 for the pool your swimming pool, hot tub or ool cover \Box
	Required door and window exit alarms I Required dod. Are you aware of any conditions regarding these items that r	materially affect the	value of the property?
10 1	//AJOR APPLIANCES:		
	Are any of these appliances leased? NO 1/2 YES Are any of the steer owned 1/2 leased 1/2; Is the water heater: elected aware of any problems with these appliances, including flowed, since you have owned the property? NO 1/2 YES If yes	nese gas appliance ctric 図 gas ロ 十点 g whether any of th s, explain:	s? NO 🗘 YES 🗆 n K (e 🕪 le appliances have leaked or over-
14. E	ELECTRICAL SYSTEM:	X P. C.	
Αı	re You Aware: a. of any damaged or malfunctioning switches, receptacles, or witches, receptacles, and witches, receptacles, or witches, receptacles, with the witches, receptacles, or witches, with the witches, receptacles, with the witches, receptacles, with the witches, receptacles, with the witches, receptacles, with the witches,	apacity of the electri	ical system? NOX YES □
	Central Number of unitsEl	ating: lectric ☑ Fuel Oil □	I Gas □ Other □
	Solar Heating: Owned □ Leased □ Wood-burning stove: NO ☒ YES □ Fireplace: NO □ YES ☒ Describe fireplace equipment: _ Scrate Are you aware of any defects, malfunctioning or condensation p	en, grate -	+ tools
	owned the property? NO X YES I If yes, explain:		



Smoke Detectors: NO ☐ YES ☒, Lawn Sprinkler System: NO ☐ YE iron filter? NO ☐ YES ☐ Is there a	eased Owned Con Number of smoke det S X Sprinkler water so timer? NO YES X S X, Number of transr IO X YES Vent fans	tectors? 3 source: Reclass Is the timer automomitters? 2 s? NO Y YES 0	al Monitor ☐ Monthly Fee \$ Aca Hoo_If well is source, is there an atic? NO☐ YES ☒ , Humidistat? NO☒ YES☐ Humidifier?
17. OTHER MATTERS: Is there anything else that materia If yes, explain:			ØP YES □
The undersigned Seller represents that the to the best of the Seller's knowledge on the warranty or guaranty of any kind. Seller he to prospective Buyers of the property. Selle business days after Seller becomes aware or incorrect in any way during the term of Seller: (signature)	ne date signed below. ereby authorizes discloter understands and at that any information the pending purchase //	in the above disclo . Seller does not in osure of the informa agrees that Seller w set forth in this disc e by the Buyer.	ntend for this disclosure statement to be a ation contained in this disclosure statemen will notify the Buyer in writing within five closure statement has become inaccurate
	EIPT AND ACKNOWI s knowledge of the co his disclosure form is h the seller has knowl to obtain. An indepenty and to determine to	LEDGMENT OF BU andition of the real point a warranty of a ledge. It is not interindent professional	oroperty and improvements located on the any kind. The information contained in the nded to be a substitute for any inspections inspection is encouraged and may be
Buyer hereby acknowledges having receive	ed a copy of this disc	losure statement.	
Buyer:	_/		Date:
(signature)	(F	print)	Data
Buyer:(signature)	_/	print)	Date:

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

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Lead-based Paint Warning Statement

DECIRIES ASSOCIATION OF REALIDES!

(Use this form with contracts for the sale of residential property built in 1977 or earlier. This disclosure must be made beginning September 6, 1996, if Seller owns more than 4 dwelling units and beginning December 6, 1996, if Seller owns 1 - 4 dwelling units. Seller and licensees must keep a copy of this completed form for 3 years from the date of closing.)

le and Purchase Contract Donna SUE Mark	(Seller) and		(Buyer
ncerning the residential Pro	perty built before 1978 and located	at 5819 3rd St.	. 5
very purchaser of any intere tt such property may preser	st in residential real property on whi nt exposure to lead from lead-based g in young children may produce pe	St. Perers b U in ich a residential dwelling war d paint that may place young	g children at risk of developing
t to pregnant women. The sommen on lead-based pair any known lead-based pair	e quotient, behavioral problems, ar seller of any interest in residential rea nt hazards from risk assessments o t hazards. A risk assessment or insp se." For purposes of this addendum, o as "LBPH."	al property is required to pro or inspection in the seller's p pection for possible lead-base	ovide the buyer with any ossession and notify the buyer ed paint hazards is
reports, except as indicate	g: Seller has no knowledge of LBP/L d: (describe all known LBP/LBPH in ocuments to Buyer before acceptin	formation and list all available	e documents pertaining to
for the presence of LBP/L presence of LBP/LBPH in	zards Inspection: Buyer waives t BPH unless this box is checked (J accordance with the inspection, no Purchase Contract or standard N o le).	Buyer may conduct a risk otice, repair and repair limits	assessment or inspection for t of paragraph 8(a) or H of the
for the presence of LBP/L presence of LBP/LBPH in FAR Residential Sale and amended and as applicable (3) Certification of Accur Home" and all of the information provide and disclose information federal law (42 U.S.C. 485 Buyer, Seller and each life	BPH unless this box is checked (☐ accordance with the inspection, no Purchase Contract or standard N o	Buyer may conduct a risk office, repair and repair limits of the FAR/BAR Contract for the "entitled "Protect Your I pove. Licensee has notified Sond lead-based paint hazards tion to ensure compliance with above and certifies, to the late.	assessment or inspection for the of paragraph 8(a) or H of the Sale and Purchase, as Family From Lead in Your Seller of Seller's obligations to in the property as required by the federal lead-based paint law, best of his or her knowledge,
for the presence of LBP/L presence of LBP/LBPH in FAR Residential Sale and amended and as applicable (3) Certification of Accur Home" and all of the information provide and disclose information federal law (42 U.S.C. 485 Buyer, Seller and each life	BPH unless this box is checked (a accordance with the inspection, no Purchase Contract or standard N of le). acy: Buyer has received the pamp mation specified in paragraph (A) alternation regarding lead-based paint are 2d) and is aware of his or her obligationsee has reviewed the information	Buyer may conduct a risk office, repair and repair limits of the FAR/BAR Contract for the "entitled "Protect Your I pove. Licensee has notified Sond lead-based paint hazards tion to ensure compliance with above and certifies, to the	assessment or inspection for the of paragraph 8(a) or H of the Sale and Purchase, as Family From Lead in Your Seller of Seller's obligations to in the property as required by the federal lead-based paint law, best of his or her knowledge,
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for the presence of LBP/L presence of LBP/LBPH in FAR Residential Sale and amended and as applicable (3) Certification of Accur Home" and all of the information provide and disclose information federal law (42 U.S.C. 485 Buyer, Seller and each life that the information he or	BPH unless this box is checked (a accordance with the inspection, no Purchase Contract or standard N of le). acy: Buyer has received the pamp mation specified in paragraph (A) at nation regarding lead-based paint are 2d) and is aware of his or her obligatensee has reviewed the information she has provided is true and accurate.	Buyer may conduct a risk office, repair and repair limits of the FAR/BAR Contract for the "entitled "Protect Your I pove. Licensee has notified Sond lead-based paint hazards tion to ensure compliance with above and certifies, to the late. Manuful Manufu	assessment or inspection for the of paragraph 8(a) or H of the Sale and Purchase, as Family From Lead in Your Seller of Seller's obligations to in the property as required by the federal lead-based paint law. best of his or her knowledge,
for the presence of LBP/L presence of LBP/LBPH in FAR Residential Sale and amended and as applicable (3) Certification of Accur Home" and all of the information and disclose information federal law (42 U.S.C. 485 Buyer, Seller and each light that the information he or Buyer	BPH unless this box is checked (a accordance with the inspection, no Purchase Contract or standard N or le). acy: Buyer has received the pamp mation specified in paragraph (A) attended in the part of his or her obligated and is aware of his or her obligated bease has reviewed the information she has provided is true and accurate. Date	Buyer may conduct a risk office, repair and repair limits of the FAR/BAR Contract for the the contract for t	assessment or inspection for the of paragraph 8(a) or H of the Sale and Purchase, as Family From Lead in Your Seller of Seller's obligations to in the property as required by the federal lead-based paint law. best of his or her knowledge, 1-31-11 Date

Notice from Real Estate Licensee to Seller/Landlord Regarding Responsibilities Under Federal Lead-Based Paint Law

Lam notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows)

1. Before You Sign a Contract/Lease. Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

A. Disclose to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

(1) the presence of any LBP/LBPH about which you know,

(2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces, and

(3) the existence of any available records or reports perfaining to LBP/LBPH

B. Provide the buyer or tenant with:

(1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida, and

(2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LEP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing

C. Disclose to the buyer or tenant:

(1) the presence of any known LBP/LBPH in the unit, and

(2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

D. Allow the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

2. Sales Contract Requirements. You must ensure that the sales contract has an attachment having the following elements

A. The following Lead Warning Statement: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including loarning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the sofler's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

B. A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH. such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the

presence of LBP/LBPH in the home.

C. A list of any records or reports described in 1.B.(2) above that are available to you and that you have provided to the buyer, OR a statement that no such records or reports are available to you.

D. A statement by the buyer:

(1) affirming receipt of the information in 2.B and C above;

(2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and

- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1.D. above or waived the opportunity.
- E. A statement by each real estate licensee/agent involved in the fransaction that:

(1) the licensee/agent has informed you of your legal obligations; and

(2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

- F. Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the
- 3. Lease Requirements. As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:
 - A. The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose nealth hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

B. A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

C. A list of any records or reports described in 1.B.(2) above available to you and that you have provided to the tenant, OR a statement that no such records or reports are available to you.

D. A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.
- E. A statement by each real estate licensee/agent involved in the transaction that:

(1) the licensee/agent has informed you of your legal obligations; and

(2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

F. Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures

4. Record Retention Requirements. Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

5. Impact of Law and Disclosures. Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by Sharon Simms
(licensee) to Seller/Landlord on the 31st day of January . 2011.
Buyer () () Seller (Listing Licensee (Hb) () Selling Licensee () () acknowledge receipt of a copy of this
page, which is Page 2 of 2 Pages.