

# Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: Manuel y Jossy M. Martinez

SELLER HAS ☐ HAS NOT ☒ OCCUPIED THE PROPERTY.

DATE SELLER PURCHASED PROPERTY? 8/4/04

IS THE PROPERTY CURRENTLY LEASED? NO ☒ YES ☐ TERMINATION DATE OF LEASE: \_\_\_\_\_

DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO ☐ YES ☒ YEAR \_\_\_\_\_

## GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 4476 44th St. South, St. Petersburg, FL 33711

LEGAL DESCRIPTION: \_\_\_\_\_

## 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 Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property 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 substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer 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.

### 1. CLAIMS & ASSESSMENTS

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 ☒ YES ☐ If yes, explain: \_\_\_\_\_

b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

### 2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

- a. of any deed or homeowner restrictions? NO ☒ 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 ☒ YES ☐, and are fees charged by the homeowner association? NO ☐ YES ☒ If yes, explain: \_\_\_\_\_

### 3. PROPERTY-RELATED ITEMS

Are You Aware:

- a. if you have ever had the property surveyed? NO ☒ YES ☐ Date: \_\_\_\_\_
  - b. if the property was surveyed, did you receive an elevation certificate? NO ☒ YES ☐ Date: \_\_\_\_\_
  - c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO ☒ YES ☐
  - d. of any portion of the property that is fenced? NO ☒ YES ☐
- If any answer to questions 3a-3d is yes, please explain: \_\_\_\_\_

Buyer (\_\_\_\_\_) (Jossy) and Seller (Manuel) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

SRPD-3x Rev. 10/06 © 2006 Florida Association of REALTORS® All Rights Reserved

Form generated by: TrueForms™ www.TrueForms.com 800-499-9612

#### 4. THE LAND:

Are 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. ENVIRONMENT:

Was the property built before 1978? NO ☐ YES ☒

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 ☒ 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 ☒ 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 ☒ 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. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO ☒ YES ☐ If yes, identify the zoning classification \_\_\_\_\_
- b. of any zoning violations or nonconforming uses? NO ☒ YES ☐
- c. if the property is zoned for its current use? NO ☐ YES ☒
- d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO ☒ YES ☐
- e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO ☒ YES ☐
- f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO ☒ YES ☐
- 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 ☒ *jm*
- b. does the property require flood insurance? NO ☐ YES ☒

Buyer (    *jm*    ) and Seller (    *jm*    ) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

SRPD-3x Rev. 10/06 © 2006 Florida Association of REALTORS® All Rights Reserved

- 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 ☒ YES ☐ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO ☒ YES ☐ Date of inspection \_\_\_\_\_ If so, 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 \_\_\_\_\_, Company name: \_\_\_\_\_  
\_\_\_\_\_

**9. 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 ☒ 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 ☒ 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 ☒ YES ☐  
d. of any active permits on the property which have not been closed by a final inspection? NO ☒ 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 ☒ YES ☐  
b. if the roof has leaked since you owned the property? NO ☒ YES ☐  
c. if anything was done to correct the leaks? NO ☐ YES ☐  
d. if the roof has been replaced? NO ☒ YES ☐ If yes, when: \_\_\_\_\_  
e. If there is a warranty on the roof? NO ☐ YES ☒ If yes, is it transferable? NO ☐ YES ☒  
f. If the roof has been inspected within the last twelve months? NO ☒ YES ☐  
If any answer to questions 10a-10f is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. PLUMBING-RELATED ITEMS:**

a. What is your drinking water source? Public ☒ Private Well ☐ Other Source. If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? \_\_\_\_\_

b. Do you have a water conditioning system? NO ☐ YES ☒ If yes, type: Kenetic Owned ☒ Leased ☐

c. What is the balance owed on the system? 0 System does not stay in house

d. Do you have a sewer ☒ or septic system ☐? If septic system describe the location of each system: \_\_\_\_\_  
\_\_\_\_\_

e. Are you aware of any septic tanks or wells on the property which are not currently being used?

NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

f. Are you aware of any plumbing leaks since you have owned the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (MM) (JM) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

SRPD-3x Rev. 10/06 © 2006 Florida Association of REALTORS® All Rights Reserved

g. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

**12. POOLS/HOT TUBS/SPAS:**

- a. Does the property have a swimming pool? NO ☐ YES ☒ Hot tub? NO ☒ YES ☐ Spa? NO ☒ YES ☐  
b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? NO ☒ YES ☐ For the spa? NO ☐ YES ☐ For the hot tub? NO ☐ YES ☐  
c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements ☒ Approved safety pool cover ☐  
Required door and window exit alarms ☐ Required door locks ☐ none ☒  
d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

**13. MAJOR APPLIANCES:**

Indicate existing equipment:

Range ☒ Oven ☒ Microwave ☐ Dishwasher ☒ Garbage Disposal ☒ Trash Compactor ☐ Refrigerator ☒  
Freezer ☐ Washer ☐ Dryer ☐

Are any of these appliances leased? NO ☒ YES ☐ Are any of these gas appliances? NO ☐ YES ☒

Is the water heater: owned ☒ leased ☐; Is the water heater: electric ☐ gas ☒

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

**14. ELECTRICAL SYSTEM:**

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO ☒ YES ☐  
b. of any conditions that materially affect the value or operating capacity of the electrical system? NO ☒ YES ☐  
If answers to questions 14a or 14b is yes, please explain: \_\_\_\_\_

**15. HEATING AND AIR CONDITIONING:**

Indicate existing equipment:

**Air conditioning:**

Central ☒ Window/Wall ☐ Number of units \_\_\_\_\_

**Heating:**

Electric ☐ Fuel Oil ☐ Gas ☒ Other ☐

**Solar Heating:**

Owned ☐ Leased ☐

**Wood-burning stove:** NO ☐ YES ☐

**Fireplace:** NO ☐ YES ☒ Describe fireplace equipment: \_\_\_\_\_

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO ☒ YES ☐ If yes, explain: \_\_\_\_\_

**16. OTHER EQUIPMENT:**

Indicate existing equipment:

Security System: NO ☒ YES ☐ Leased ☐ Owned ☐ Connected to Central Monitor ☐ Monthly Fee \$ \_\_\_\_\_

Smoke Detectors: NO ☐ YES ☒ Number of smoke detectors? 3

Lawn Sprinkler System: NO ☐ YES ☒ Sprinkler water source: reclaimed water If well is source, is there an iron filter? NO ☐ YES ☐ Is there a timer? NO ☐ YES ☐ Is the timer automatic? NO ☐ YES ☐

Garage door openers? NO ☐ YES ☒ Number of transmitters? 2, Humidistat? NO ☒ YES ☐

Humidifier? NO ☒ YES ☐ Electric air filters? NO ☐ YES ☐ Vent fans? NO ☐ YES ☐

Paddle fans? NO ☐ YES ☒ Number of paddle fans? 6

Buyer (\_\_\_\_\_) (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.

SRPD-3x Rev. 10/06 © 2006 Florida Association of REALTORS® All Rights Reserved

**17. OTHER MATTERS:**

Is there anything else that materially affects the value of the property? NO ☒ 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: \_\_\_\_\_ / \_\_\_\_\_ Date: 4/13/09  
(signature) (print)

Seller: Josy M. Martinez / Josy M. Martinez Date: 4/13/09  
(signature) (print)

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

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

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

SRPD-3x Rev. 10/06 © 2006 Florida Association of REALTORS® All Rights Reserved

## Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

FLORIDA ASSOCIATION OF REALTORS®



I am 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 pertaining 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 LBP/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 learning 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 seller'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 that are described in 1.B.(2) 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.

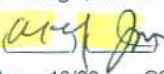
**D.** A statement by the buyer:

- (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 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 buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

Seller  or Landlord ( ) ( ) acknowledges receipt of a copy of this page, which is Page 1 of 2 Pages.

LBPL-1x 10/06 ©2006 Florida Association of REALTORS® All Rights Reserved



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 health 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 that are described in 1.B.(2) above 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 or lessor on the 13th day of April, 2009

**Seller/Landlord** makes the following disclosure to licensee:

(1) **Lead-based paint and lead-based paint hazards in the housing:** (check one)

- ☒ (a) Seller/Landlord has no knowledge of LBP/LBPH in the housing.
- ☐ (b) Seller/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information):

(2) **Available Records and Reports:** (check one)

- ☒ (a) Seller/Landlord has no records or reports regarding LBP/LBPH in the housing.
- ☐ (b) Seller/Landlord has available the following documents regarding LBP/LBPH in the housing:

[Signature] 4-13-09 [Signature] 4-13-09  
Seller/Landlord Date Seller/Landlord Date

Seller [Signature] or Landlord               acknowledges receipt of a copy of this page, which is Page 2 of 2 Pages.

LBPL-1x 10/06 ©2006 Florida Association of REALTORS® All Rights Reserved