

Seller's Real Property Disclosure Statement

FLORIDA ASSOCIATION OF REALTORS®



NAME: Benjamin and Andrea Felder
SELLER HAS HAS NOT OCCUPIED THE PROPERTY.
DATE SELLER PURCHASED PROPERTY? June 18, 2012
IS THE PROPERTY CURRENTLY LEASED? NO YES TERMINATION DATE OF LEASE: _____
DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO YES YEAR 2013

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 5278 White Sand Circle NE, St. Petersburg, FL 33703
LEGAL DESCRIPTION: Lot 25, Block 2, Placido Bayou Unit 3, Plat book 97, P. 47 Public Records Pinellas County, FL

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:
See OR Book 5383 - pg. 1201; OR Book 5992 - pg. 790; OR Book 7012 - pg. 1888; OR Book 7239 - pg. 206; OR Book 7398, pg. 71; See title insurance policy attached
- 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: 9-9-2010
- b. if the property was surveyed, did you receive an elevation certificate? NO YES Date: June, 2012
- 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: We have fences on both sides of the house. The back of the house backs up to a wooded area that gives privacy

Buyer (____) (____) and Seller (BF) (AF) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

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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, Chinese/defective drywall, 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 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 YES 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. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO YES If yes, identify the zoning classification residential
- 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

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

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
 - 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 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 6/15/12 If so, what was the outcome of the inspection? No visible signs observed
- 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: approx 2005
 - e. If there is a warranty on the roof? NO YES If yes, is it transferable? NO YES
 - f. If the roof been inspected within the last twelve months? NO YES
- If any answer to questions 10a-10f is yes, please explain: Inspection done when we purchased house

Buyer (____) (____) and Seller (BL) (QA) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.



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: _____ Owned Leased
What is the balance owed on the system? \$ _____

c. Do you have a sewer or septic system ? If septic system describe the location of each system: _____

d. Are you aware of any septic tanks or wells on the property which are not currently being used?
NO YES If yes, explain: _____

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 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 1

Heating:

Electric Fuel Oil Gas Other

Solar Heating:

Owned Leased

Wood-burning stove: NO YES

Fireplace: NO YES Describe fireplace equipment: Grate & tools inspected in 12/12

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

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

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO YES Leased Owned Connected to Central Monitor Monthly Fee \$ 37.45
Smoke Detectors: NO YES Number of smoke detectors? 3
Lawn Sprinkler System: NO YES Sprinkler water source: reclaimed 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? 0, Humidistat? NO YES Humidifier? NO YES Electric air filters? NO YES Vent fans? NO YES
Paddle fans? NO YES Number of paddle fans? 6

17. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES
If yes, explain: New landscaping (front & back), new paint, all new indoor ceiling fans; Koi pond/waterfall, surround-sound system inside house and in pool area

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] / BENJAMIN FELDER Date: March 6, 2013
Seller: [Signature] / Andrea Felder Date: March 6, 2013

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: _____

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



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 Andrea and Benjamin Felder ("Seller")
 3* and _____ ("Buyer")
 4* concerning the Property described as S278 White Sand Cir NE
 5* St. Petersburg, FL 33703

6* ~~_____~~ YAG - (____) (____) **Homeowners' Association:** The Property is located in a community with a
 7* voluntary mandatory (see the Disclosure Summary below) homeowners' association ("Association"). **Seller's**
 8 warranty under Paragraph 8 of this Contract, risk of loss under Paragraph 9 of this Contract, or As Is with Right to
 9 Inspect Addendum (if applicable) extend only to the Property and does not extend to common areas or facilities
 10 described below.

11 **Notice:** Association documents may be obtained from the county record office or, if not a public record, from the
 12 developer or Association manager. The Property may be subject to recorded restrictive covenants governing the use
 13 and occupancy of properties in the community and may be subject to special assessments.

14 **1. Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a
 15 purchaser, this Contract is contingent on such approval by the Association. **Buyer** will apply for approval within
 16* N/A days (5 days if left blank) after Effective Date and use diligent effort to obtain approval, including making
 17 personal appearances and paying related fees if required. **Seller** and **Buyer** will sign and deliver any documents
 18 required by the Association to complete the transfer. If **Buyer** is not approved, this Contract will terminate; and
 19 **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise.

20 **2. Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent
 21 on the Association deciding not to exercise such right. **Seller** will, within 3 days after receipt of the Association's
 22 decision, give **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this Contract
 23 will terminate, **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise, and **Seller** will pay
 24 broker's full commission at Closing in recognition that broker procured the sale.

25 **3. Fees:** **Buyer** will pay any application, transfer, and initial membership fees charged by the Association. **Seller** will
 26 pay all fines imposed against the Property as of Closing and any fees the Association charges to provide
 27 information about its fees or the Property and will bring maintenance and similar periodic fees and rents on any
 28 recreational areas current as of Closing. If, after Effective Date, the Association imposes a special or other
 29 assessment for improvements, work, or services, **Seller** will pay all amounts due before Closing and **Buyer** will pay all
 30* amounts due on or after Closing. If special assessments may be paid in installments **Seller** **Buyer** (**Buyer** if left
 31 blank) will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at
 32 Closing. **Seller** represents that he/she is not aware of any pending special or other assessment that has been levied
 33* by the Association, except as follows: N/A

34 **Seller** represents that he/she is not aware of any pending special or other assessment that has been an item on the
 35 agenda or reported in the minutes of the Association within 12 months before Effective Date ("Pending"), except as
 36* follows: N/A

37 If special or other assessments, levied or Pending, exist as of Effective Date and have not been disclosed above by
 38 **Seller**, then **Seller** will pay such assessments in full before or at Closing.

39 The following dues, maintenance, and/or fees are currently charged by the Association:

40* \$ 245.00 per month to Neighborhood E HOA
 41* \$ _____ per _____ to _____
 42* \$ _____ per _____ to _____

(See Continuation)

Homeowners' Association Addendum (Continued)

43 4. **Damage to Common Elements:** If any portion of the common elements is damaged due to fire, hurricane, or
44 other casualty before Closing, either party may cancel this Contract and **Buyer's** deposit(s) will be refunded if (i) as a
45 result of damage to the common elements, the Property appraises below the purchase price and either the parties
46 cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the Association cannot determine the
47 assessment attributable to the Property for the damage at least 5 days before Closing, or (iii) the assessment
48 determined or imposed by the Association attributable to the Property for the damage to the common elements is greater
49* than \$ _____ or _____ % (1.5% if left blank) of the purchase price.

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

57* **Disclosure Summary for** (Name of Community) Placido Bayou Neighborhood F _____:

- 58 (a) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER
- 59 OF A HOMEOWNERS' ASSOCIATION.
- 60 (b) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND
- 61 OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- 62 (c) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE
- 63* SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 245.00 PER
- 64* month. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY
- 65 THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE
- 66* CURRENT AMOUNT IS \$ N/A PER _____.
- 67 (d) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY,
- 68 COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- 69 (e) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY
- 70 HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 71 (f) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER
- 72 COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS'
- 73* ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER _____.
- 74 (g) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE
- 75 APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- 76 (h) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND,
- 77 AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION
- 78 GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- 79 (i) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM
- 80 THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED
- 81 AND CAN BE OBTAINED FROM THE DEVELOPER.

82 **Buyer** acknowledges receipt of this summary before signing this Contract.

83* _____ Date _____ Buyer _____ Date _____
84 **Buyer** _____ **Buyer** _____

Buyer (_____) (_____) and Seller (_____) acknowledge receipt of a copy of this page.
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