

## Seller's Property Disclosure – Residential



**Notice to Licensee and Seller:** Only 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 12 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: 9736 Sago Point Drive, Seminole, FL 33777  
(the "Property")

The Property is ☐ owner occupied ☐ tenant occupied ☒ unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? Last occupied Approximately June, 2022)

	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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
<b>3. Water Intrusion; Drainage; Flooding</b>			
(a) Has past or present water intrusion affected the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

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

	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
<b>5. Roof and Roof-Related Items</b>			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is _____ years OR date installed <u>public record</u>			
(c) Has the roof ever leaked during your ownership?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>6. 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 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			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7. 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? If yes, was the claim paid? <input type="checkbox"/> yes <input type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
<b>8. Homeowners' Association Restrictions; Boundaries; Access Roads</b>			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Notice to Buyer:</b> If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) 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"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no			
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: <u>To the best of my knowledge, the access roads are owned by the Bayou Club HOA and the roads are private.</u>			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			

#### 9. Environmental

(a) Was the Property built before 1978?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(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 contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			

#### 10. Governmental, Claims and Litigation

(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## Addendum to Seller's Property Disclosure - Residential

### **1. Structures; Systems; Appliances**

- a. I cannot speak towards the structural integrity of the structure as I am not a licensed Engineer or anybody that is qualified to give an opinion on the structural integrity of the building. As far as leaks go, I will speak towards the leaks I'm aware of. Any not listed below, would be unknown to me at the time of writing this Addendum.
  - i. Roof: To the best of my knowledge, the roof is free of any water leaks.
  - ii. Ceilings: To the best of my knowledge, the ceiling is free of any water leaks, but likely has air leaks around the ceiling fixtures, such as HVAC supplies & returns, ceiling speakers, ceiling lights, ceiling fans, etc...
  - iii. Walls: To the best of my knowledge, the walls don't have any water leaks. I do suspect the walls are not air tight and thus have air leaks.
  - iv. Doors: I believe the doors have air leaks and would have water leaks if the water intruded at the correct angle and water pressure. That being said, I don't recall any water intrusion during my 7+ years of residency there.
  - v. Foundation: I believe the foundation has cracks throughout it that allows Radon to leak into the building. We tested the Radon levels prior to occupying the home in 2014 with my personal radon tester that has not been calibrated since before I purchased it in approximately 2008. Results showed radon was detected in the home, but below the amounts that the EPA recommends a homeowner mitigates at, so no further action was taken.
  - vi. Pool, hot tub, and spa are not applicable as the property does not come with any of those.
- b. No seawall or dockage – Question is not applicable for the sale of the building
- c. Major Appliances: I am unaware of how the appliances were designed to operate, so I cannot provide my disclosure on that. I can only provide my opinion on whether I believe they are functioning properly based on my understanding of how they are supposed to function, which is an extremely uneducated understanding that Buyer should not value:
  - i. Major Appliances:
    1. Washer & Dryer: We purchased another home in the Bayou Club, 7398 Kindal Pt N, Pinellas Park, FL ("Kindal"). We took the Washer & Dryer that we had at 9736 Sago Point Drive, Seminole, FL 33777 ("Sago") and swapped them out with the washer & dryer from Kindal. Please note: We did this because we liked our old washer & dryer that's made by Roper, which is an inexpensive, non-fancy, washer & dryer brand, that has tremendous value to us because it's durable and functions great. Our washing machine was manufactured approximately in 2006 and our dryer was more recently replaced in approximately 2017. The washer & dryer that is being sold with Sago has not been tested or operated by us. The seller that sold us Kindal disclosed on his report that the washer & dryer were operating in the manner in which the item was designed to operate, but he didn't properly disclose multiple other disclosures, so I wouldn't trust it. Buyer should assume washer & dryer do not function properly or at all.
    2. Refrigerator: The refrigerator in the home is manufactured by Frigidaire. It's a cheap brand and it shows. The refrigerator has had a minor water drip out of its ice maker since we purchased it. It also makes weird operating noises. At the time we purchased it, approximately 2014/2015, we researched whether other users had these issues and it was a common problem others had. It bothered us, but not enough to replace it, so we took no further action to remedy the issues.

3. Dishwasher: Seems to do great cleaning dishes, but does a poor job of drying them.
4. Microwave: Works great, but if you pull the door open prior to it completing its cycle, a breaker trips in the garage. It didn't always do this, so we're not sure what the issue is there, or if that's normal operation. If you hit the "cancel" button half-way through its cycle and then open the door, the breaker doesn't trip in the garage.
5. Oven: Works great.
6. Cooktop: Works great.
7. Water Softener: We had a water softener at Sago that we originally purchased in approximately 2006 and brought with us to Sago. We removed the water softener from Sago and installed at our new Kindal home. The water softener that was included with the sale of the Kindal home was installed at Sago. The seller that sold us Kindal disclosed on his report that the water softener was operating in the manner in which the item was designed to operate, but he didn't properly disclose multiple other disclosures, so I wouldn't trust it. Buyer should assume water softener does not function properly or at all.
8. Garbage Disposal: Recently replaced and functions properly.
- ii. Heating & Cooling: Functioning properly
- iii. Mechanical: Not sure what this would be, so I cannot provide an opinion of it.
- iv. Electrical: Functioning properly
- v. Security: We only used the security system to alert us when doors were opened via the Chime feature that makes noise whenever doors are opened and closed. I do not know if the system works otherwise. I will say that the access panel display stopped displaying the time of the day after a lightning storm, but the Chime continued to work, so we didn't mind the display not functioning properly.
- vi. Sprinkler System is maintained by the HOA at the HOA's expense, so I am not familiar with its operability.
- d. To the best of our knowledge, other than the primary service line, there is no other aluminum wiring.
- e. No leased appliances
- f. SKIPPED ON PURPOSE

## **2. Termites; Other Wood-Destroying Organisms; Pests**

- a. To the best of my knowledge, there are no termites, or other wood-destroying organisms, including fungi; or pests present on the Property and I have no knowledge of any structural damage by them. That being said, it wouldn't surprise me if there were currently pests in the home that were unknown to me. During our residency in the home, it was common for silver fish, daddy long legs, and sugar ants to find their way into the home.
- b. I do not know if the Property has been treated for termites; or other wood-destroying organisms, including fungi. I suspect it may have been treated prior to taking ownership of the home because the home has an in-wall treatment system that you can apply pesticide to from the exterior of the home. We never used the system, but it's very possible prior owners did. We apply a granular product to the exterior perimeter of the home on a quarterly basis for pest prevention.
- c. Already explained this above.



### 3. Water Intrusion; Drainage; Flooding

- a. We had 3 roof leaks that were repaired that affected the Property. See 5.c for details.
- b. Answered on Seller's Disclosure Form
- c. Answered on Seller's Disclosure Form
- d. Answered on Seller's Disclosure Form
- e. There is no lender for this property.
- f. Answered on Seller's Disclosure Form
- g. Answered on Seller's Disclosure Form

### 4. Plumbing

- a. Answered on Seller's Disclosure Form
- b.
  - i. Quality of Water to the home: We were not happy with the quality of the water supplied by the municipality, so we treated the water with a water softener and a reverse osmosis unit. Please note, the water softener and reverse osmosis that we used to treat the water at Sago were removed from the property and are not included with the sale. There is another water softener that was installed at the property, but as previously stated, Buyer should assume it's not functioning properly or at all.
  - ii. Supply of water to the home: I believe the water was shut off once by the municipality due to an automotive accident outside the neighborhood in which they were required to turn our water off to perform the repairs. That being said, this is a very faint memory and I cannot be certain of it. I do not recall any other interruptions with the supply of water to the home.
  - iii. Flow: In our non-professional opinion, the water pressure has always been great to this property. We have lower water pressure at our new home, Kindal, and wished it was as good as Sago's.
- c. Answered on Seller's Disclosure Form
- d. Answered on Seller's Disclosure Form
- e. Answered on Seller's Disclosure Form
- f. I don't know what the difference in a "problem" as mentioned in bullet 4.b's question, vs a "defect" is, mentioned in 4.f's question. I would argue the same "problems" listed in my answer to 4.b. apply for 4.f.
- g. Yes, when we purchased this property, it was a foreclosure. The prior owner had a leak under the kitchen sink that we repaired. The leak was in a leaking valve stop. There were no other plumbing leaks to the best of my knowledge and there are no current plumbing leaks to the best of my knowledge.
- h. Answered on Seller's Disclosure Form
- i. Answered on Seller's Disclosure Form

### 5. Roof and Roof-Related Items

- a. Answered on Seller's Disclosure Form
- b. Answered on Seller's Disclosure Form
- c. Yes, the roof has leaked 3 times:
  - i. First leak: The first leak occurred approximately in 2015. We hired a roof repair guy to come out and make the repair for approximately \$400. I got up on the roof with him and watched him make the repair. The leak was in a valley of the roof, so no roof tiles needed to be lifted to make

the repairs. It should be noted that we had multiple reputable roofers (approximately 3) inspect our roof for repairing this leak and they all told us the entire roof required being fully replaced to fix the leak. I had to keep calling around until I was finally able to find a roofing company that provided me with a worker's phone number that was willing to come out during off-time to perform the repair.

- ii. Second leak: Approximately 1 year later, 2016, the roof leaked in the exact same location. I got up on the roof and saw the roof repair product he applied had cracked. I suspected it cracked because he put it on too thick and it prevented the product from flexing during the hot/cold season. I purchased some roof repair product from Lowe's and applied it myself, but not near as thick as he did. The roof hasn't leaked in that location since I made the repairs in approximately 2016.
- iii. Third leak: Approximately April 2022, there was a roof leak that occurred under some roof tiles. I had confidence in performing the roof repair myself because I had fixed the prior leak on this roof in approximately 2016 along with 2 other roof leaks at my new Kindal house in 2021/2022. I purchased some roof repair product and made an attempt to repair the roof myself. My attempts to make the repairs failed as it was a larger job than I had anticipated. I hired a roof repair company to come make the repairs. Two guys spent approximately 4 hours repairing the roof. The cost of the repair was \$1,895.00 and performed on 8/8/2022. There have been multiple heavy rains since the repair was performed and there have been no further leaks since the repair was performed.
- d. See response to 5.c above.
- e. To the best of my knowledge:
  - i. The roof has no known defects.
  - ii. The fascia has no known defects.
  - iii. The soffits have defects where we removed the CCTV system that used to be installed at the property. When we vacated the property, we took our CCTV system with us. There were small holes cut in the soffits for where the wires left the attic and connected to the cameras on the exterior of the building. Those holes are still there, but covered with cover plates. To the best of my knowledge, there are no other soffit defects.
  - iv. Flashings: I am unaware of any defects with the flashing or other component of the roof system.

**6. Pools; Hot Tubs; Spas:**

- a. SKIPPED ON PURPOSE
- b. SKIPPED ON PURPOSE

**7. Sinkholes:**

- a. To the best of my knowledge, no past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties.
- b. To the best of my knowledge, no insurance claims for sinkhole damage have been made.

**8. Homeowners' Association Restrictions; Boundaries; Access Roads:**



- a. To the best of my knowledge, membership in a homeowner's association is mandatory or covenants, conditions or restrictions (CCRs) affect the Property.
- b. Answered on Seller's Disclosure Form
- c. Answered on Seller's Disclosure Form
- d. I don't know if there are any encroachments, but I suspect there may be.
  - i. In 2014, our neighbor at 9742 Sago Point Drive, Seminole, FL 33777 installed a new pool. We believe there are underground pipes that tie into that pool that are located on our property. We told the previous owner of 9742 Sago Point Drive, Seminole, FL 33777 about the pipes being on our property. When we told them about it, they denied the pipes ever being on our property. So we're uncertain as to whether the pipes were their pool pipes or possibly the irrigation pipes for the HOA's sprinkler system.
  - ii. I also don't know if the irrigation system for the HOA is classified as an easement or encroachment or something else, so the Buyer needs to determine if that's an issue for them and how they want to handle it.
- e. To the best of my knowledge, there are no boundary line disputes. We are unaware of any easements affecting the Property other than maybe the HOA(s) for access to perform its inspections and local municipality and/or utility companies for utility installations servicing the neighborhood and/or the building.
- f. Answered on Seller's Disclosure Form
- g. Answered on Seller's Disclosure Form
- h. Answered on Seller's Disclosure Form
- i. Answered on Seller's Disclosure Form

## 9. Environmental

- a. Answered on Seller's Disclosure Form
- b.
  - i. Radon: The property has small traces of Radon per my personal radon tester that has not been calibrated since before I purchased it in approximately 2008. Results showed radon was detected in the home, but below the amounts that the EPA recommends a homeowner mitigate to cure the defect, so no further action was taken.
  - ii. The property has carpet installed. To the best of my knowledge, all carpet puts off some level of formaldehyde. Therefore, I suspect there is a presence of formaldehyde in the building, but I am not certain of it. Buyer should perform its own due diligence to determine if it's an issue for them.
  - iii. There are no other known environmental hazards in the Property.
- c. We had the carpets steamed cleaned and professionally soaped/cleaned multiple times in attempt to remove any formaldehyde that came when we installed the carpet brand new. I think we had this done prior living in the house with the carpet, but we may have lived in the home shortly after the carpets were installed and had the carpets professionally steamed and/or soaped & cleaned thereafter. We did this at our new house at Kindal as well. It's always been our policy to have the newly installed carpets professionally cleaned after installation.
- d. Answered on Seller's Disclosure Form
- e. Answered on Seller's Disclosure Form

## 10. Governmental, Claims and Litigation

- a. There are no existing, pending or proposed legal or administrative claims affecting the Property that I'm aware of.
- b. Answered on Seller's Disclosure Form
- c. Answered on Seller's Disclosure Form
- d. I am unaware of the Property ever having been, or currently being, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems. This property was sold to us as a foreclosure, so maybe there could be an argument for title problems back when we were buying it? I'm not really sure how the foreclosure process affects title, so Buyer should determine if there were any Title issues previously that it has an issue with.
- e. Approximately 2017: There was a claim after hurricane Irma for the Sago roof. A few tiles had lifted up, blown over and broken during the storm. The insurance company would not pay any funds for this claim because it did not pierce the roof paper or underlayment. In other words, since no water leaks occurred from the tiles being lifted, the roof was not deemed in need of replacement. The cost of repair was less than my deductible, so the insurance company did not pay out on this claim. I hired a roof repair company to bring out some new tiles, dye them to my roof color and install them. They were corner tiles that go at the peak of the roof, so they were still being manufactured and it was an easy fix.
- f. To the best of my knowledge, there are no zoning violations or nonconforming uses.
- g. To the best of my knowledge, there are no zoning restriction affecting improvements or replacement of the Property.
- h. To the best of my knowledge, there are no zoning, land use or administrative regulations conflicting with the existing use of the Property.
- i. To the best of my knowledge, there are no restrictions, other than association or flood area requirements, affecting improvements or replacement of the Property.
- j. To the best of my knowledge, there are no improvements located below the base flood elevation.
- k. To the best of my knowledge, there are no improvements being constructed in violation of applicable local flood guidelines.
- l.
  - i. To the best of my knowledge, there are no improvements to the Property, made by others, being constructed in violation of building codes or without necessary permits.
  - ii. To the best of my knowledge, there are no improvements to the Property, made by us, being constructed in violation of building codes.
  - iii. We performed improvements to the Property, made by us, that were performed without necessary permits (I don't know which items required a permit vs which didn't, so I'm going to list everything I can think of below. It's the Buyer's responsibility to determine if a permit was required or if they care that the work was done without a permit):
    - 1. Approximately 2015: Replaced the entire HVAC system (outdoor condenser, indoor air handler, and HVAC ducts).
    - 2. Approximately 2015: Replaced both toilets in the house.
    - 3. Approximately 2017: Replaced the master bathroom and secondary bathroom shower tile.
    - 4. Approximately 2017: Replaced the secondary bathroom's bathtub.
    - 5. Approximately 2017: Removed the mantle/fireplace in the family room and installed drywall where necessary on the walls and ceiling.
    - 6. Approximately 2017: Installed glass in the master bathroom shower.

7. Approximately 2017: Replaced the master bathroom and secondary bathroom sinks & countertops.
  8. Approximately 2014: Installed a water softener and reverse osmosis system.
  9. 2022: Uninstalled a water softener and reverse osmosis.
  10. 2022: Installed a water softener.
  11. Approximately 2015: Installed ceiling fans in the master bedroom, family room, both secondary bedrooms, and exterior patio/porch.
  12. Approximately 2021/2022: Removed the ceiling fan in the secondary bedroom. This is an old ceiling fan from an apartment complex I had in Orlando. The fan's manufacture date is approximately 2001. I've moved it to every home I've ever lived in since 2003.
  13. Approximately 2021/2022: Installed a ceiling light in the secondary bedroom.
  14. Approximately 2018: Installed LED lights in the closets of the hallway and 2<sup>nd</sup> bedroom.
  15. Approximately 2015: Installed Cat5e cable throughout the house.
  16. Approximately 2015: Installed CCTV cameras on the exterior of the house.
  17. 2022: Uninstalled CCTV cameras on the exterior of the house.
  18. Approximately 2015: Installed smoke detectors throughout the house.
  19. Approximately 2017: Replaced all of the outlets and switches throughout the house with new outlets and switches.
  20. Approximately 2017: Replaced a window with thicker glass at the front of the house.
  21. 2022: Replaced two windows in the master bedroom.
  22. Approximately 2015: Replaced the water heater in the garage.
  23. Approximately 2015: Replaced the tub sink in the garage.
  24. Approximately 2017: Replaced the secondary bathroom light above the mirror.
  25. Approximately 2015: Replaced the hallway light outside the laundry room.
  26. Approximately 2015: Installed kitchen chandelier, dining room chandelier, front interior entry way chandelier, and front exterior entryway chandelier.
  27. Approximately 2015 and Approximately 2017: Repainted interior of the house.
  28. Approximately 2017: Repainted exterior of the house.
  29. Approximately 2016: Installed electric roller shades in the Family Room and kitchen table area.
  30. Approximately 2016: Installed Plantation Shutters on windows in both secondary bedrooms, the dining room, and kitchen.
  31. Approximately 2014: Installed 100% blackout custom made window covers in the master bedroom on all windows.
  32. 2022: Removed blackout custom made window covers in the master bedroom.
  33. Approximately 2015: Installed a PVC schedule 40 pipe going from the front of the house to the back of the house so we could have a hose spigot at the back of the house. This line was buried underground and installed.
  34. Approximately 2015: Installed DirecTV satellite dish on the exterior of the home and ran Coax cable throughout the home.
  35. Approximately 2014: Installed a new garbage disposal.
  36. Approximately 2022: Installed a new garbage disposal.
- m. To the best of my knowledge, there are no active permits on the Property that have not been closed by a final inspection.
- n. There is no known violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements.

- o. Answered on Seller's Disclosure Form

**11. Foreign Investment in Real Property Tax Act ("FIRPTA"):** Answered on Seller's Disclosure Form

**12. Additional known issues:**

- a. After hurricane Irma, the exterior porch ceiling fan stopped working. Per our CCTV footage, it got blown around a bunch during that time. The glass had broken and we replaced the glass. I never looked into why the fan didn't work because we never used the fan and didn't care if it didn't work. The fan was only installed originally for aesthetics.
- b. The doorbell didn't work when we moved into the house. We don't like doorbells and post a sign on our front door asking visitors not to knock or ring the door bell, so it not working was fine for us, but if Buyer wants a functioning door bell, they'll need to investigate and repair. The previous owner had some IT/Phone system in the closet of the secondary bedroom. We suspect the doorbell may function and be hooked up to that device, but we aren't familiar with the technology and weren't sure how to troubleshoot it.
- c. Air planes fly over the house that you can hear from inside and outside the house.
- d. There is a train that's between Belcher Road and the Bayou Club. It runs approximately once per day (Buyer needs to confirm its schedule if Buyer cares). It can be heard from outside the home and, if you have good hearing, from inside the home. The train can be heard from outside the home. Buyer should ask property owners throughout the neighborhood if it's a nuisance for them as everybody's opinion on this likely differs. It wasn't an issue for us and we only noticed it once our toddler pointed it out once he began being interested in trains.
- e. I don't remember ever being able to hear Belcher Road or any emergency vehicles from within the house, but Buyer should investigate to determine if that'll be an issue. You can hear Belcher Road and emergency vehicles outside the home.
- f. The Bayou Club has all sorts of wild life throughout the neighborhood. There are alligators in ponds, coyotes in the shrubbery of the golf courses, and tons of wild life & insects throughout.
- g. Earlier this year, one of the Bayou Club houses near the back gate had their window shot at during the 4<sup>th</sup> of July.
- h. There have been multiple vehicle's broken into throughout the neighborhood over the 8 years of us living here. I believe they were all vehicles that had their doors left open, but I'm not positive. Buyer should investigate.
- i. There was an out-of-state developer that was looking to purchase the Bardmoor golf course and develop it into housing. The Bardmoor residents and Bayou Club residents weren't thrilled about that, so they did what they could to fight it. They formed a group called Save Bardmoor to battle the developer from coming in. I believe they were successful in deterring that project from starting, but I don't fully know the results of that. I remember that if the transaction was successful, the plan was to switch the Bayou Club golf course into a public golf course because the Bardmoor golf could would no longer be available. I could be wrong about all of these details, so it'd be best of the Buyer investigated on their own in case they're interested or care.
- j. You can hear the lawn guys from inside & outside the home when they're mowing and performing yard maintenance.
- k. You can hear the neighbors from inside & outside the home if they're making noise.

- l. You can hear fireworks going off inside and outside the home if they're going off.
- m. If the weather is windy, you can hear the wind from inside and outside the home.
- n. The wind can push the sprinkler water against a house window and you'll hear the water hitting the glass from inside and outside the home.
- o. You can hear the sprinklers if you're outside the home.
- p. You can hear the rain & thunder outside from inside & outside the home.
- q. You can hear vehicles driving on Sago Drive from inside & outside the home.
- r. The Bayou Club's lawn contractor will occasionally skip mowing across the water and it can be a visual nuisance.
- s. There are some acorn shells in the attic. We never had any rodents in the attic while living there, but we suspect there were previously squirrels in the attic. This is a common issue throughout the Bayou Club homes since we have so many squirrels in this neighborhood.
- t. We had a bat that was living under one of our roof tiles for about a week. We put a screen up and prevented it from returning home and then sealed the hole on the roof. The bat didn't make it into the attic or the house, just under a roof tile.
- u. There were signs of termites in the attic, prior to our ownership. The frass the termites leave behind was spotted in the attic above the garage. I brushed the frass away and monitored it to see if it ever returned and it didn't, so I believe the issue was resolved prior to our ownership, but the previous owner just never cleaned up the frass. I didn't clean it up either. I just brushed it aside and remembered where it was at.
- v. The Sago neighborhood has bee hives posted throughout that are maintained by the HOA.
- w. Seller is a licensed sales person in the state of Florida.

THIS IS NOT LEGAL ADVICE, REAL ESTATE ADVICE, INSURANCE ADVICE, FINANCIAL ADVICE OR ANY OTHER TYPE OF ADVICE: A note to the Buyer about the roof and your insurance. As previously stated above, I was told the roof needed to be fully replaced by multiple, reputable, roofers in approximately 2015. The repair was approximately \$400 for the first attempt and \$20 for the second repair (plus my labor that was approximately 20 minutes). Replacing the roof didn't make sense to me when barrel tile roofs are supposed to last 25-50 years in Florida. When I purchased my home at Kindal in 2021, I was told by multiple insurance carriers that they'd provide insurance for the house, but they'd exclude the roof because my roof on the Kindal house, is the original roof that was installed in 1994 (27 years old at the time of purchase). Multiple agents told me that I'd have to obtain insurance through Citizens or replace the roof. After attempting to find a policy with multiple insurance agents, I was eventually able to find an agent that found a reputable carrier that would insure my house and roof. The carrier has a niche market it focuses on where its customers aren't known for trying to scam the carrier and thus, they're able to offer competitive rates with quality insurance. I don't know the legalities involved with sharing the agent's contact info or the carrier's name, but if you ask me for the contact information and include a written statement that makes it clear that you understand I am not recommending you or advising you to use this agent or carrier, I will share the contact information with you.