# Seller's Property Disclosure – Residential



Notice to Licensee and Seller: Only the Seller should fill out this form.

America's Land Specialist Notice to Seller: Florida law1 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 d p

letermine the cost of repairs, if any. This disclosure is not a contract and is not intended to be	a part of any co	intract for	r sale and
Seller makes the following disclosure regarding the property described as: $\frac{5 E }{14}$ Less 10 AC OR 1472/119 TT 5441-1-1 OR 1481/208	of NE 14	OR (the "F	139 290 Property")
The Property is	v long has it b	een sind	ce Seller
	Yes	<u>No</u>	Don't Know
<ol> <li>Structures; Systems; Appliances</li> <li>(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?</li> <li>(b) Is seawall, if any, and dockage, if any, structurally sound?</li> <li>(c) Are existing major appliances and heating, cooling, mechanical, electrical, security,</li> </ol>	<b>⊠</b> ⊡		- N/
<ul> <li>and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?</li> <li>(d) Does the Property have aluminum wiring other than the primary service line?</li> <li>(e) Are any of the appliances leased? If yes, which ones:</li> </ul>			   <b>X</b>   
<ul> <li>(f) If any answer to questions 1(a) – 1(c) is no, please explain:</li> <li>2. Termites; Other Wood-Destroying Organisms; Pests</li> <li>(a) Are termites; other wood-destroying organisms, including fungi; or pests present</li> </ul>			
<ul> <li>on the Property or has the Property had any structural damage by them?</li> <li>(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?</li> <li>(c) If any answer to questions 2(a) - 2(b) is yes, please explain:</li> </ul>			<b>X</b>
<ul> <li>3. Water Intrusion; Drainage; Flooding</li> <li>(a) Has past or present water intrusion affected the Property?</li> <li>(b) Have past or present drainage or flooding problems affected the Property?</li> <li>(c) Is any of the Property located in a special flood hazard area?</li> <li>(d) Is any of the Property located seaward of the coastal construction control line?</li> <li>(e) Does your lender require flood insurance?</li> <li>(f) Do you have an elevation certificate? If yes, please attach a copy.</li> <li>(g) If any answer to questions 3(a) - 3(d) is yes, please explain:</li> </ul>			

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

4. Planting	Yes	No	Know
<ul><li>4. Plumbing</li><li>(a) What is your drinking water source? □public □private ☒well □other</li></ul>			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?		×	
(c) Do you have a water treatment system?		×	
If yes, is it □owned □leased?			
(d) Do you have a □sewer or ⊠septic system? If septic system, describe the location			
of each system: Behind Gust house			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?			12
(f) Are there or have there been any defects to the water system, septic system, drain			
fields or wells?		×	
(g) Have there been any plumbing leaks since you have owned the Property?			
(h) Are any polybutylene pipes on the Property?			×
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain:			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?			
(b) The age of the roof is years OR date installed 2023			
(c) Has the roof ever leaked during your ownership?		×	
(d) To your knowledge, has there been any repair, restoration, replacement		hr.	_
(indicate full or partial) or other work undertaken on the roof?		X	
If yes, please explain:  (e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other			
component of the roof system?		X	
If yes, please explain:		Ar. 20	
6. Pools; Hot Tubs; Spas			
Note: 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):			
□enclosure that meets the pool barrier requirements   □approved safety pool			
cover □required door and window exit alarms □required door locks □none			
(b) Has an in-ground pool on the Property been demolished and/or filled?			X
7. Sinkholes			
Note: 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?		X	
(b) Has any insurance claim for sinkhole damage been made?		X	
If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the			
proceeds used to repair the damage?  yes  no			
(c) If any answer to questions 7(a) - 7(b) is yes, please explain:			

		<u>Yes</u>	<u>No</u>	Don't <u>Know</u>
	Iomeowners' Association Restrictions; Boundaries; Access Roads  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.)  Notice to Buyer: 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,		×	
(b)	building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.  Are there any proposed changes to any of the restrictions?		123	
	Are any driveways, walls, fences, or other features shared with adjoining			
(d)	landowners? Are there any encroachments on the Property or any encroachments by the		X	
	Property's improvements on other lands?		X	
	Are there boundary line disputes or easements affecting the Property?  Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse,		<b>⊠</b>	
7.5	pools, tennis courts or other areas)?		<b>A</b>	
(g)	Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?		*	
(h)	If yes, is there a right of entry? ☐ yes ☐ no Are access roads ☐private ☐public? If private, describe the terms and conditions of the maintenance agreement:			
(a)	Invironmental Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure. 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			
(c)	soil or water? Has there been any damage, clean up, or repair to the Property due to any of the		X	
	substances or materials listed in subsection (b) above?  Are any mangroves, archeological sites, or other environmentally sensitive areas		×	
, ,	located on the Property?		×	
	If any answer to questions 9(b) - 9(d) is yes, please explain:  Sovernmental, Claims and Litigation			
	Are there any existing, pending or proposed legal or administrative claims affecting the Property?		×	
(b)	Are you aware of any existing or proposed municipal or county special		1.29	
(c)	assessments affecting the Property? Is the Property subject to any Property Assessed Clean Energy (PACE)		×	
	assessment per Section 163.08, Florida Statutes? Are you aware of the Property ever having been, or is it currently,		Ø	
(u)	subject to litigation or claim, including but not limited to, defective			
(e)	building products, construction defects and/or title problems?  Have you ever had any claims filed against your homeowner's Insurance policy?		区区	
liver (	) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 3 of 4.			

	Are there any zoning violations or nonconforming uses?		×	
(g)	Are there any zoning restrictions affecting improvements or replacement of the Property?		×	
	Do any zoning, land use or administrative regulations conflict with the existing use of the Property?		X	
	Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?		X	
	Are any improvements located below the base flood elevation?  Have any improvements been constructed in violation of applicable local		×	
, ,	flood guidelines? Have any improvements to the Property, whether by your or by others, been		M	
	constructed in violation of building codes or without necessary permits?		×	
(m	Are there any active permits on the Property that have not been closed by a final inspection?		M	
(n)	Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety			
(0)	codes, restrictions or requirements?  If any answer to questions 10(a) - 10(n) is yes, please explain:		Ø	
12.	(If checked) Other Matters; Additional Comments: The attached addendum c	antains ad		
Seller	explanation, or comments.  The represents that the information provided on this form and any attachments is accurate showledge on the date signed by <b>Seller</b> . <b>Seller</b> authorizes listing broker to provide the seller is accurated by the s	te and cor	nplete to ti	ne best of
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Seller Seller's estate Buyer Seller:	represents that the information provided on this form and any attachments is accurate knowledge on the date signed by <b>Seller</b> . <b>Seller</b> authorizes listing broker to provide the licensees and prospective buyers of the Property. <b>Seller</b> understands and agrees in writing if any information set forth in this disclosure statement becomes inaccurate the licensees (signature) (print)	te and cornis disclosions disclosione disc	nplete to the property of the	ne best o ent to rea ptly notify
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# 1317 NE Rocky Springs Church Road – Improvements

## **General Property**

#### 2024

- All trees that could fall on a building removed, along with all rotted water oak trees
- New fencing installed. Each post has 2 bags of concrete. All fence is no-climb with top board installed. West fence line is not part of the property.

# Main Residence

### 2023

- · New carpet in bedrooms
- New vinyl plank flooring installed downstairs
- Asphalt shingles (roof) replaced Lewis Walker Roofing, Lake City
- All light switches and outlets replaces. Outlets replaced with child resistant outlets.
- All ceiling fans replaced
- Whole house surge protector installed
- Lightning rods installed
- Whole house painted
- · Kitchen cabinets painted

## 2024

- New Air Conditioner and Heat Pump installed upstairs services the bedrooms.
   This is a geothermal unit which utilizes water from the well for the thermal exchange. It is extremely efficient and has low operating costs.
- Windows replaced Window World Valdosta, GA
- New Garage door installed wind resistant up to 120MPH
- Generlink transfer switch installed at power meter by TriCounty Electric allows a generator to be plugged in safely during a power outage and supply electricity to the property.
- Dehumidifier installed in crawl space

### 2025

Hot tub installed

## **Guest House with Pole Barn**

#### 2023

- Pole Barn Metal Roof Replaced Lewis Walker Roofing, Lake City
- Asphalt shingle roof on guest house replaced Lewis Walker Roofing, Lake City
- Skirting on guest house installed

• Deck railing installed on the back deck

## 2024

- · Windows replaced
- · Flooring replaced
- · Bathroom vanity and toilet replaced
- New refrigerator, LP range, and cooking exhaust fan installed
- Whole guest house interior painted
- · Kitchen cabinets painted

# **Equipment Shelter (Pole Barn)**

## 2024

Metal roof replaced – Lewis Walker Roofing, Lake City

## Workshop

## 2024

• Metal roof replaced – Lewis Walker Roofing, Lake City

### 2025

- Windows replaced Window World Valdosta, GA
- Siding replaced Window World Valdosta, GA
- Bathroom updated Paint, New Toilet, New Vanity, Vinyl Plank Flooring
- · Air Conditioning and Heat Pump installed throughout
- Hot & Cold wash rack installed