## Seller's Property Disclosure – Residential

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

**Notice to Seller:** Florida law<sub>1</sub> 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:
 3776 Ascot Bend Ct, Bonita Springs, FI

 34134
 (the "Property")

The Property is 🔀 owner occupied 🔄	_ tenant occupied	_ unoccupied (If unoccupied,	how long has it been since Seller
occupied the Property?			

Don't

		Yes	<u>No</u>	<u>Know</u>
1.	Structures; Systems; Appliances			
	<ul> <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> </ul>	×		×
	<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>	× 	 ×	×
2.	<ul> <li>Termites; Other Wood-Destroying Organisms; Pests</li> <li>(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?</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>		×	
3.	<ul> <li>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>		× × ×	× ×

1 Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller ( (	<u>2D)()</u>	) and <b>Buyer</b> (	)()	) acknowledge receipt of a copy of this page, which is Page 1 of 4.
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		Yes	No	Don't <u>Know</u>
4.	Plumbing	100	<u></u>	<u>I (III 0 II</u>
	(a) What is your drinking water source? 🔀 public private well other			
	(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			
	<ul><li>location of each system:</li><li>(e) Are any septic tanks, drain fields, or wells that are not currently being used located</li></ul>			
	on the Property?			
	(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			
	(c) Has the roof ever leaked during your ownership?			
	(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:			
	(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:			
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 requirementsapproved safety pool			
	<ul><li>cover required door and window exit alarms required door locks none</li><li>(b) Has an in-ground pool on the Property been demolished and/or filled?</li></ul>			
	(b) Thas all in-ground pool of the Property been demonstred and/or lined?			
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?			
	(b) Has any insurance claim for sinkhole damage been made?			
	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:			

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8	Homeowners' Association Restrictions; Boundaries; Access Roads	<u>Yes</u>	<u>No</u>	<u>Know</u>
0.	(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.)			
	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,			
	building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
	(b) Are there any proposed changes to any of the restrictions?			
	(c) Are any driveways, walls, fences, or other features shared with adjoining			
	landowners?			
	(d) Are there any encroachments on the Property or any encroachments by the			
	Property's improvements on other lands?			
	(e) Are there boundary line disputes or easements affecting the Property?			
	(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)?			
	(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?			
	If yes, is there a right of entry? yes no			
	(h) Are access roads private public? If private, describe the terms and			
	conditions of the maintenance agreement:			
	(i) If any answer to questions 8(a) - 8(g) is yes, please explain:			
9.	Environmental			
	(a) Was the Property built before 1978?			
	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? (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?			
	(d) Are any mangroves, archeological sites, or other environmentally sensitive areas			
	located on the Property?			
	(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?			
	(b) Are you aware of any existing or proposed municipal or county special			
	assessments affecting the Property?			
	(c) Is the Property subject to any Property Assessed Clean Energy (PACE)			
	assessment per Section 163.08, Florida Statutes?			
	(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?			
	(e) Have you ever had any claims filed against your homeowner's Insurance policy?			
Se	ا <b>ler ( ( / / )</b> ) ( ) and <b>Buyer</b> ( )( ) acknowledge receipt of a copy of this page, which is Page (	3 of 4		
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3776 Ascot Bend

of the Internal Revenue Code?

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(6)			
(f)	Are there any zoning violations or nonconforming uses?	 	
(g)	Are there any zoning restrictions affecting improvements or replacement of	 	
	the Property?		
(h)	Do any zoning, land use or administrative regulations conflict with the existing		
	use of the Property?		
(i)	Do any restrictions, other than association or flood area requirements, affect	 	
	improvements or replacement of the Property?		
(i)	Are any improvements located below the base flood elevation?	 	
(k)	Have any improvements been constructed in violation of applicable local	 	
• • •	flood guidelines?		
(I)	Have any improvements to the Property, whether by your or by others, been	 	
(-)	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?		
(n)	Is there any violation or non-compliance regarding any unrecorded liens; code	 	
(11)	enforcement violations; or governmental, building, environmental and safety		
	codes, restrictions or requirements?	 	
(0)	If any answer to questions 10(a) - 10(n) is yes, please explain:		
	reign Investment in Real Property Tax Act ("FIRPTA")		
(a)	Is the Seller subject to FIRPTA withholding per Section 1445		

- If yes, Buyer and Seller should seek legal and tax advice regarding compliance.
  (If checked) Other Matters; Additional Comments: The attached addendum contains additional information,
- **12.** (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. Seller understands and agrees that Seller will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller:	Catherine Douglas	/ CATHERINE DOUGLAS TRUST	Date: 05/16/2024
	(signature)	(print)	
Seller:		1	Date:
	(signature)	(print)	

Buyer acknowledges that Buyer has read, understands, and has received a copy of this disclosure statement.

Buyer:		1		Date:
-	(signature)		(print)	
Buyer:		/		Date:
	(signature)		(print)	



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