

**Seller's Property Disclosure Residential**

Harry Falck Realty Inc.

6840 14th Street W  
 Bradenton FL 34207  
 941-756-8811



**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: \_\_\_\_\_ (the "Property")  
1609 Ohio Ave, BRADENTON, FL 34207

The Property is  owner occupied  tenant occupied  unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? seller didn't want to return)

	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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" 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).

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 1 of 4

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- |  | <b>Yes</b>               | <b>No</b>                           | <b>Don't Know</b>                   |
|--|--------------------------|-------------------------------------|-------------------------------------|
| <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"/>            |
| (b) Have you ever had a problem with the quality, supply, or flow of potable water?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (c) Do you have a water treatment system?<br>If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (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 checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (f) Are there or have there been any defects to the water system, septic system, drain fields or wells?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (g) Have there been any plumbing leaks since you have owned the Property?  | <input type="checkbox"/> | <input checked="" 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:<br>_____  |                          |                                     |                                     |

**5. Roof and Roof-Related Items**

- |  |                                     |                                     |                                     |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| (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 _____   |                                     |                                     |                                     |
| (c) Has the roof ever leaked during your ownership?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof?<br>If yes, please explain: _____ | <input type="checkbox"/>            | <input checked="" 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?<br>If yes, please explain: _____                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**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):<br><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"/> |

**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?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Has any insurance claim for sinkhole damage been made?<br>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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) If any answer to questions 7(a) - 7(b) is yes, please explain:<br>_____   |                          |                                     |                          |

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 2 of 4

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- |  |                          |                                     |                          |
|--|--------------------------|-------------------------------------|--------------------------|
| (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 type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



- (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?
- (j) Are any improvements located below the base flood elevation?
- (k) Have any improvements been constructed in violation of applicable local flood guidelines?
- (l) 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 enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: \_\_\_\_\_

See deed restrictions

**11. Foreign Investment in Real Property Tax Act ("FIRPTA")**

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?     
**If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**

**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:** Cynthia Perick / Cynthia Perick Date: 10-29-2024  
 (signature) (print)  
**Seller:** \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
 (signature) (print)

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

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

**Buyer** ( ) ( ) and **Seller** ( ) ( ) acknowledge receipt of a copy of this page, which is Page 4 of 4



## Addendum to Property Disclosure

Please place an "X" in the column that applies, item is sold with home or being removed. Please add additional items as necessary. All items not in home should be accounted for and this will be attached to the contract. All sellers' personal items are to be removed, a personal item is identified as follows: Clothing, papers, books, magazines, computers, bikes, jewelry and jewelry cases, safes, sporting/hobby equipment, electronics, tools, and removable items.

**Inventory -** 1609 Ohio Ave, **Bradenton FL 34207**

Item	Sold with home	Removed at closing or before
Linens	X	
Dishes	X	
Pots and pans	X	
Additional kitchen items	X	
Family room furniture	X	
Wall hangings	X	
Nick Knack's	X	
Lamps		Taking elephant lamps
Main bedroom bed	X	
Nightstands	X	
Wall hangings	X	
Dresser	X	
TV (s)	X	living room TV
Guest Bedroom bed	X	
Nightstands	X	
Dresser	X	
Wall hangings	X	
Additional items in home: Specify item and location in home		
2 chairs in lower level		Taking
Golf cart		Taking
Bambo. Table & chairs porch		Taking
Rectangle table & chairs porch	X	
Flower pots in front		Taking
TV in living room		Taking

NOTE: items affixed to the property, such as ceiling fans, appliances, window treatments and the like are deemed to be a part of the home and will transfer unless otherwise noted.

Initials - Buyer(s) ( ) ( )

Initials - Seller(s) (P) ( )



IF APPLICABLE, PLEASE OUTLINE ANY UPDATES OR CHANGES YOU HAVE MADE TO THE HOME LOCATED AT 1609 Ohio Ave, BRADENTON FL 34207.

Fence in back yard 2023

Pavers 2024

lower level remodeled 2024

Exterior power washed & all trim, ceilings painted white 2023

Interior painted 2023

Initials - Buyer(s) ( ) ( )

Initials - Seller(s) ( ) ( )



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

Cynthia Lynn Penick (SELLER)

and \_\_\_\_\_ (BUYER)

concerning the Property described as Lot 8. Trailer states. Fifth Addition, as per plat thereof recorded in Plat Book 12, Page 55, of the Public Records of Manatee County, Florida together with the mobile home located thereon.

Buyer's Initials \_\_\_\_\_

Seller's Initials CP

### B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

#### PART A. DISCLOSURE SUMMARY

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

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For Trailer Estates Park and Recreation District  
(Name of Community)

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 1375.14 per lot PER 2024 year. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 100.44 per lot PER year (included above).
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ n/a PER \_\_\_\_\_.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER



**B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)**

**PART B.**

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** The Association's approval of Buyer (**CHECK ONE**):  is  is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than 5 (if left blank, then 5) days prior to Closing. Within 5 (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

**2. PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:**

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

\$ 50.00 per one time for application fee to Trailer Estates  
\$ 1375.14 per lot per annual 2024 for park fee/spec assessment to Manatee County Tax Collector  
\$ 252.69 per annual 2024 for fire fee Cedar Hammock to Manatee County Tax Collector  
\$ 1338.44/271.59 per annual 2025 for park fee/fire fee to Manatee County Tax Collector

(b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (**CHECK ONE**):  Buyer  Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

(c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:

Trailer Estates Park & Recreation District  
Contact Person TJ Miller Contact person \_\_\_\_\_  
Phone 941-756-7177 Phone \_\_\_\_\_  
Email trailerestates@trailerestates.com Email \_\_\_\_\_

Additional contact information can be found on the Association's website, which is:

www. trailerestatesfl.org

**NOTE TO BUYER:** Seller has paid the special assessment in full during the opportunity given in the first year and third year of the 15 year special assessment; and has opted to pay the \$100.44 for the 15 years of the special assessment.

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Cynthia Lynn Penick (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as Lot 8, Trailer states, Fifth Addition, as per plat thereof recorded in Plat Book 12, Page 55, of the Public Records of Manatee County, Florida together with the mobile home located thereon.

Buyer's Initials \_\_\_\_\_

Seller's Initials CP \_\_\_\_\_

#### Q. HOUSING FOR OLDER PERSONS

Buyer acknowledges that the owners' association, developer or other housing provider intends the Property to provide housing for older persons as defined by federal law. While Seller and Broker make no representation that the Property actually qualifies as housing for older persons, the housing provider has stated that it provides housing for persons who are  62 years of age and older  55 years of age and older.



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Cynthia Lynn Penick (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as Lot 8. Trailer states. Fifth Addition, as per plat thereof recorded in Plat Book 12, Page 55, of the Public Records of Manatee County, Florida together with the mobile home located thereon.

Buyer's Initials \_\_\_\_\_

Seller's Initials CP

**P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)**

Lead-Based Paint 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."

**Seller's Disclosure (INITIAL)**

- CP (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
  - Known lead-based paint or lead-based paint hazards are present in the housing.
  - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- CP (b) Records and reports available to the Seller (CHECK ONE BELOW):
  - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: \_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

**Buyer's Acknowledgement (INITIAL)**

- \_\_\_\_\_ (c) Buyer has received copies of all information listed above.
- \_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (e) Buyer has (CHECK ONE BELOW):
  - Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

**Licensee's Acknowledgement (INITIAL)**

- rdm (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Cynthia Lynn Penick</u> SELLER Cynthia Lynn Penick	<u>10-29-2024</u> Date	_____	_____
_____	_____	BUYER	Date
<u>Kimberly D. Marler</u> SELLER Listing Licensee Kimberly D. Marler	<u>10/28/2024</u> Date	_____	_____
_____	_____	BUYER	Date
_____	_____	Selling Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.