

Harry Falck Realty Inc.

6840 14th Street W
Bradenton FL 34207
941-758-8811



Vacant Land Disclosure Statement

NAME: Mary E. Pocius

DATE SELLER PURCHASED PROPERTY: 12/19/2012

GENERAL INFORMATION ABOUT PROPERTY:

PROPERTY ADDRESS: 6619 Texas St, BRADENTON, FL 34207 only Lot 15

LEGAL DESCRIPTION: Lot 15, Block 21, TRAILER ESTATES SUBDIVISION according to the map or plat thereof as recorded in Plat Book 8, Page 138, of the Public Records of Manatee County, Florida.

NOTICE TO BUYER AND SELLER:

In Florida, a Seller is obligated to disclose to a Buyer all known facts that materially affect the value of the property being sold and that are not readily observable. This disclosure statement is designed to assist Seller in complying with the disclosure requirements under Florida law and to assist the Buyer in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at above address. It is not a warranty of any kind by the Seller or any Licensee in this transaction. It is not a substitute for any inspections or warranties the parties may wish to obtain. It is based only upon Seller's knowledge of the property condition. This disclosure is not intended to be a part of any contract for sale and purchase. All parties may refer to this information when they evaluate, market, or present Seller's property to prospective Buyers.

The following representations are made by the Seller(s) and are not the representations of any real estate licensees.

1. CLAIMS & ASSESSMENTS

a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, municipal service taxing or benefit charges or unpaid assessments affecting the property? NO YES If yes, explain: _____

b. Have any local, state, or federal authorities notified you of a violation of governmental regulation or violation of covenant restrictions? NO YES If yes, explain: _____

c. Are you aware of any eminent domain proceedings involving the property? NO YES If yes, explain: _____

2. USE RESTRICTIONS

Are You Aware:

a. of any subdivision, municipality or other recorded covenants, conditions or restrictions? NO YES

b. of any resale restrictions? NO YES

c. of any restrictions on leasing the property? NO YES

d. of any right of first refusal to purchase the property? NO YES

e. If any answer to questions 2a-2d is yes, please explain: _____

3. SURVEY

a. Has the land been surveyed? NO YES If yes, which person or company performed the survey: _____

Leiland E. Balwell Surveying Inc. originally 6-1-21 and then 5-22-24 for lot split

b. Has this land been platted? NO YES If yes, has a certificate of survey been completed? NO YES

c. Are you aware of any encroachments or boundary line disputes? NO YES

d. Are you aware of any easements other than utility/drainage easements? NO YES

e. Are you aware if the property is in an earthquake zone? NO YES

f. Are you aware if the property contains wetlands area? NO YES

Seller (*M.E.P.*) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

4. ENVIRONMENT

Are You Aware:

a. of any substances, materials, products, pollutants or contaminants which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO YES If yes, explain: _____

b. of any abandoned wells, buried storage tanks or buried debris or waste on the property? NO YES If yes, explain: _____

c. of any clean up, repairs, or remediation of the property due to hazardous substances, pollutants or contaminants? NO YES If yes, explain: _____

d. of any endangered or protected species on the property such as scrub jays, manatees, turtles, sea turtles or nests of endangered or protected species? NO YES

e. of any electromagnetic fields located on the property? NO YES

f. of any condition or proposed change in the vicinity of the property that does or will materially affect the value of the property, such as, but not limited to, proposed development or proposed roadways? NO YES

If any answer to questions 4a-4f is yes, please explain: _____

5. FLOOD

Are You Aware:

a. if the property is designated in a 100 year flood plain? NO YES

b. if the property has been flooded? NO YES

c. if there has been drainage problems affecting the property or adjacent properties? NO YES

If any answer to questions 5a-5c is yes, please explain: _____
July 2024 a drainage pipe and rock was laid beside my lanai on the neighboring lot I own which is the next one to the south

6. CONDITION OF THE PROPERTY

a. Have any soil tests been performed? NO YES

b. Are you aware of any fill or uncompacted soils? NO YES

c. Are you aware of any settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO YES

d. Are you aware of any dead or diseased trees on the property? NO YES

If any answer to questions 6a-6d is yes, please explain: _____

Seller (Mega) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

7. UTILITIES

a. What type of irrigation does the property have? swale behind property

b. Have percolation tests been performed? NO YES If yes, when and by which person or company: _____

c. Does the property have connection to the following: public water? NO YES public sewer? NO YES private water system off the property? NO YES water well? NO YES septic tank? NO YES electric utility? NO YES natural gas service? NO YES

d. Does the boundary of the property have connection to the following: public water system access? NO YES private water system access? NO YES electric service access? NO YES natural gas access? NO YES telephone system access? NO YES

e. Have any utility charges been paid? NO YES If yes, which charges were paid?: Has been a vacant lot for about 30 years. A mobile home was on the lot and removed early to mid 1990's. The utility box is gone

8. OTHER MATTERS:

Is there anything else that materially affects the value of the property? NO YES

If yes, explain: _____

ACKNOWLEDGEMENT OF SELLER

The undersigned Seller represents that the information set forth in the above disclosure statement is accurate and complete to the best of the Seller's knowledge on the date signed below. Seller does not intend for this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyers of the property. Seller understands and agrees that Seller will notify the Buyer in writing within five business days after Seller becomes aware that any information set forth in this disclosure statement has become inaccurate or incorrect in any way during the term of the pending purchase by the Buyer.

Seller: Mary E. Pocius / Mary E. Pocius Date: 11-10-24
(signature) (print)
Seller: _____ / _____ Date: _____
(signature) (print)

RECEIPT AND ACKNOWLEDGMENT OF BUYER

Seller is using this form to disclose Seller's knowledge of the condition of the property as of the date signed by Seller. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information to which the seller has knowledge. It is not intended to be a substitute for any inspections or professional advice the Buyer may wish to obtain. Independent professional inspections are encouraged and may be helpful to verify the condition of the property. Buyer understands these representations are not made by any real estate licensee.

Buyer hereby acknowledges having received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)
Buyer: _____ / _____ Date: _____
(signature) (print)

Seller (M.E.P.) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.

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:

Mary E. Pocius (SELLER)
and _____ (BUYER)

concerning the Property described as Lot 15, Block 21, TRAILER ESTATES SUBDIVISION according to the map or plat thereof as recorded in Plat Book 8, Page 138, of the Public Records of Manatee County, Florida.

Buyer's Initials _____ Seller's Initials MEP

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
\$ _____ per _____ for _____ to _____
\$ 252.69 per annual 2024 for fire fee Cedar Hammock to Manate 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 X has paid _____ has not 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 Mary E. Pocius (SELLER) and _____ (BUYER) concerning the Property described as Lot 15, Block 21, TRAILER ESTATES SUBDIVISION according to the map or plat thereof as recorded in Plat Book 8, Page 138, of the Public Records of Manatee County, Florida.

Buyer's Initials _____

Seller's Initials MEP _____

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.