



SELLER'S DISCLOSURE STATEMENT (RESIDENTIAL IMPROVED PROPERTY)



Property: 2500 RIDER REACH DR

Seller is obligated by Florida law to disclose to a buyer all known facts or conditions that materially affect the value of the Property which are not readily observable by a buyer. This disclosure statement is designed to facilitate Seller's compliance with Florida law and to assist a buyer in evaluation of the condition and desirability of the Property. This statement and the information contained herein do not constitute a warranty to a buyer by the Seller or any licensee involved in the sale of the Property, nor should buyer consider the information contained herein a substitute for any physical inspections of the Property. The following information is provided by the Seller and not by any licensee involved in the sale of the Property to a buyer.

NOTE TO BUYER: UNLESS OTHERWISE AGREED TO BY SELLER IN ANY SALES CONTRACT ENTERED INTO BY SELLER AND A BUYER, SELLER SHALL NOT BE REQUIRED TO TAKE REMEDIAL ACTION OR PROVIDE A CREDIT IN LIEU OF ANY REMEDIAL ACTION WITH REGARD TO ANY DEFECTIVE INSPECTION ITEM DISCLOSED HEREIN.

	<u>YES</u>	<u>NO</u>	<u>DON'T KNOW</u>
ITEMS			
<u>SELLER MAY PROVIDE ADDITIONAL COMMENTS IN PARAGRAPH 17</u>			
1. OCCUPANCY:			
(a) Property is <input checked="" type="checkbox"/> owner occupied <input type="checkbox"/> tenant occupied <input type="checkbox"/> unoccupied.			
(b) How long has it been since Seller occupied Property? _____			
(c) Current lease, written or verbal, on the Property, or any portion thereof? If written lease, please attach copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SOIL, TOPOGRAPHY, LANDSCAPE AND BOUNDARIES:			
(a) Was any portion of the Property filled or used as a landfill?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Sliding, earth movement, sinkholes, upheaval, or earth stability/ expansion soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Any drainage, water infiltration, flooding or grading problems on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you know in which FEMA-designated flood zone the Property is located?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Presence on the Property of any Prohibited Exotic Plant Species?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Any encroachments of neighboring property improvements, unrecorded easements, or boundary line disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) If the answer to any of the above is Yes, describe or specify: _____			

3. ROOF:			
(a) Approximate age: <u>2</u> years.			
(b) All or any part been repaired or replaced? If yes, describe: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Current roof leaks or problems with the roof, gutters or downspouts? If yes, describe nature and location: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ITEMS

YES NO DON'T KNOW

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4. TERMITES, WOOD ROT, PESTS, WOOD-DESTROYING ORGANISMS:
- (a) Infestation or damage? If yes, describe type and location: _____ YES NO DON'T KNOW
- (b) Property currently under service contract, warranty or other coverage? YES NO DON'T KNOW
- Name of Company: _____
- Type of coverage re-treatment and repair, or re-treatment only or preventative maintenance contract
- Is service contract, warranty or other coverage transferable? YES NO DON'T KNOW
5. STRUCTURAL, FOUNDATION, ADDITIONS AND ALTERATIONS:
- (a) Movement, shifting, cracking, deterioration, or other structural problems with any dwelling or garage? If yes, describe: _____ YES NO DON'T KNOW
- (b) Structural problems with driveways, walkways, patios, or retaining walls? If yes, describe: _____ YES NO DON'T KNOW
- (c) Material additions, structural changes, or any other major alterations to original improvements? If yes, describe: _____ YES NO DON'T KNOW
- If yes, were permits and/or approvals obtained? YES NO DON'T KNOW
- (d) Any work done not in compliance with prevailing building codes or zoning regulations? If yes, describe: _____ YES NO DON'T KNOW
6. DRAINAGE, FLOODING AND MOISTURE:
- (a) Water leakage, accumulation, dampness or damage within improvements? If yes, describe nature and location: _____ YES NO DON'T KNOW
- (b) Drainage problems or flooding? If yes, describe nature and location: _____ YES NO DON'T KNOW
- (c) Problems with siding or exterior cladding retaining moisture, swelling, chipping or delaminating? If yes, describe nature and location: _____ YES NO DON'T KNOW
7. PLUMBING AND IRRIGATION SYSTEMS AND EQUIPMENT:
- (a) Drinking water source: Public Private Well
- (b) Problems with quality, supply or flow of potable water? If yes, describe: _____ YES NO DON'T KNOW
- (c) Water softener, filter or purifier Leased Owned. If leased, Company Name: _____
- Service Contract Yes No
- (d) Sewage system: Public Private Septic
- (e) Leaks, backups, or similar problems relating to plumbing, water and/or sewage-related items? If yes, describe nature and location: _____ YES NO DON'T KNOW
- (f) Polybutylene plumbing, other than primary service line, on the Property? YES NO DON'T KNOW
- (g) Irrigation system: Public Private Source: _____

ITEMS

YES NO DON'T KNOW

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8. HEATING AND AIR CONDITIONING SYSTEMS AND EQUIPMENT:

(a) Heating system(s)? [x] electric [] gas [] solar Age: 14 years

(b) Water heated by [x] electric [] gas [] solar [] heat recovery Age: 14 years

(c) Air conditioning system(s) [x] central [] window/wall unit Age: 14 years

(d) All enclosed living areas connected to heating/air conditioning system? [x] [] []
If no, describe location: _____

9. ELECTRICAL SYSTEMS AND EQUIPMENT:

Any damaged or malfunctioning switches, receptacles or wiring? If yes, describe nature and location: _____ [] [x] []

10. TOXIC AND HAZARDOUS SUBSTANCES AND WASTE:

(a) Any underground tanks or toxic or hazardous substances (structure or soil) such as asbestos, polychlorinated biphenyls (PCBs), methane gas, radon, benzene, lead-based paint, toxic mold or others? If yes, describe nature and location: _____ [] [x] []

(b) Any radon mitigation performed on the Property? _____ [] [x] []
When? _____ By Whom? _____

(c) Any mold remediated from the Property? _____ [] [x] []
When? _____ By Whom? _____

(d) Any prior use of the Property for agriculture, storage of vehicles or equipment, or commercial uses? If yes, describe nature and location: _____ [] [x] []

11. SWIMMING POOL AND SPA:

(a) Spa? If Yes, Source of heat: [] electrical [] solar [] gas [] other: If other, type: _____ [] [x] []

(b) Swimming pool heated? If Yes, Source of heat: [] electrical [x] solar [] gas [] other: If other, type: _____ [x] [] []

(c) Current leaks/unusual loss of water? If yes, describe nature and location: _____ [] [x] []

(d) Problems with pool or spa filtration systems? If yes, describe: _____ [] [x] []

(e) Any non-functioning or malfunctioning pool or spa equipment? _____ [] [x] []
If yes, describe: _____

(f) Pool or spa issued a certification of substantial completion after October 1, 2000? [] [x] []

If yes, check those that apply: [] enclosure that meets pool barrier requirements
[] required door locks [] required door and window exit alarms
[] approved pool safety cover

(g) Pool/spa professionally serviced? Company Name: PELICAN POOL [x] [] []

YES NO DON'T KNOW

ITEMS
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12. APPLIANCES AND EQUIPMENT

- (a) Are all appliances and equipment in working condition? If no, identify items not working: YES NO DON'T KNOW
- _____
- (b) Are any appliances or equipment leased? If yes, Company Name: _____ YES NO DON'T KNOW
- _____
- (c) Security system? YES NO DON'T KNOW
- If yes, is system currently operational? YES NO DON'T KNOW

13. WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS:

- (a) Any wetlands located on the Property? YES NO DON'T KNOW
- (b) Any wetlands determination report or application for environmental resource permit ever been filed or received as to the Property? YES NO DON'T KNOW
- If your answer to (b) above is Yes, if the report or permit is available to you, attach a copy.
- (c) Any mangroves, archeological sites, protected species or other environmentally sensitive areas located on the Property? YES NO DON'T KNOW
- (d) If located near the coast, does the Coastal Construction Control Line touch the Property? YES NO DON'T KNOW
- (e) If the answer to any of the above is Yes, describe: _____

14. SURVEY OF PROPERTY:

- (a) Has the Property previously been surveyed? YES NO DON'T KNOW
- (b) If the answer to (a) above is Yes, can you provide a copy of the survey? YES NO DON'T KNOW
- (c) Has the Property ever previously been improved with a home or other building(s) that has since been demolished or removed? YES NO DON'T KNOW
- If the answer to (c) above is Yes, describe: _____

15. INSURANCE:

- (a) Are you aware of any insurance claims made for damage to or upon the Property? YES NO DON'T KNOW
- (b) If Yes, the claim was for: Water Damage/Flood Fire Wind Theft Injury
 Sinkhole Damage Other
- (c) Explain any insurance claim(s) shown in (b) above: _____
- (d) If any insurance claim was made for sinkhole damage, was the claim paid? YES NO DON'T KNOW
- Note: Florida law requires a seller disclosure to prospective buyers: If the seller has ever made an insurance claim related to sinkhole damage, the seller must disclose whether the claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.*
- (e) If any sinkhole claim was paid, were all the proceeds used to repair the damage? YES NO DON'T KNOW



HOMEOWNERS' ASSOCIATION DISCLOSURE SUMMARY



Note: This Disclosure Summary must by Florida law be part of the Sales Contract when the Property is governed by a homeowners' association, which is defined as a Florida corporation (i) that operates a community in which the voting membership is comprised of the property owners, (ii) in which membership is a mandatory condition of ownership of property in the community, and (iii) which is authorized to impose assessments and lien the property if said assessments are unpaid. If the Property is a condominium or cooperative unit located within a homeowners' (master and/or neighborhood) association(s), the disclosure herein shall be made as to the homeowners' (master and/or neighborhood) association(s). If there is more than one homeowners' association governing the Property, e.g., there is both a neighborhood and a master association, a separate disclosure summary should be completed for each of the homeowners' associations.

For: RIVER REACH SF ASSO.
 (Name of Community-- Homeowners' Association)

- As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.
- There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
- You will be obligated to pay assessments to the association. Assessments may be subject to periodic change. If applicable, the current amount is \$ 290. per MONTH. 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 \$ 0 per _____.
- You may be obligated to pay special assessments to the respective municipality, county or special district. All assessments are subject to periodic change.
- Your failure to pay special assessments or assessments levied by a mandatory homeowners' association could result in a lien on your property.
- 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 \$ 0 per _____.
- 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.
- 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.
- 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.
- Note: SELLER(s) sign below to confirm the accuracy and completeness of the above information and to assume responsibility therefor. BUYER(s) sign and date below to confirm receipt of this Disclosure Summary.

<u>[Signature]</u> (Seller's Signature)	<u>6/16/08</u> (Date)	_____	_____
<u>[Signature]</u> (Seller's Signature)	<u>6/16/08</u> (Date)	_____	_____



Disclosure of Coverage

Subject Property Address: _____

I understand the First American Home Warranty Plan includes limited coverage for most major systems and appliances such as: plumbing, electrical, heating, and air conditioning systems. The warranty plan is intended to cover repair or replacement costs associated with unexpected mechanical failures of listed working components and systems that break down due to normal wear and tear. Claims filed under the warranty plan are subject to a service fee deductible for each separate trade call and the standard terms and conditions of the warranty plan.*

The availability of the First American Home Warranty Plan, the cost, the deductible, and the optional items that are available at additional costs have been presented to me.

As the Seller

Acceptance of Coverage:

I hereby agree to the terms and conditions of the First American Home Warranty Plan and authorize the closing agent to pay the required fee upon closing.

Declination of Coverage:

I acknowledge that the benefits of the First American Home Warranty Plan were presented to me and I hereby decline to purchase the plan. As a result of this action, I agree to hold the real estate Broker, Agents and First American Home Buyers Protection harmless from liability in the event of subsequent mechanical failures which otherwise would have been covered under the First American Home Warranty Plan.

As The Buyer

Acceptance of Coverage:

I hereby agree to the terms and conditions of the First American Home Warranty Plan and authorize the closing agent or responsible party to pay the required fee upon closing.

Declination of Coverage:

I acknowledge that the benefits of the First American Home Warranty Plan were presented to me and I hereby decline to purchase the plan. As a result of this action, I agree to hold the real estate Broker, Agents, Sellers, and First American Home Buyers Protection harmless from liability in the event of subsequent mechanical failures which otherwise would have been covered under the First American Home Warranty Plan.

6/16/08
Date

Witness-Agent Date

Buyer Signature Date

