



# Seller's Real Property Disclosure Statement

NAME: Scott Drever  
 SELLER HAS  HAS NOT  OCCUPIED THE PROPERTY.  
 DATE SELLER PURCHASED PROPERTY? June 2006  
 IS THE PROPERTY CURRENTLY LEASED? NO  YES  TERMINATION DATE OF LEASE: \_\_\_\_\_  
 DOES THE PROPERTY CURRENTLY HAVE HOMESTEAD EXEMPTION? NO  YES ; YEAR \_\_\_\_\_

GENERAL INFORMATION ABOUT PROPERTY:  
 PROPERTY ADDRESS: 3340 Zephyr Way N, Jacksonville Beach, FL 32250  
 LEGAL DESCRIPTION: 180383-0950

**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 unit charges or unpaid assessments (including homeowners' association maintenance fees or proposed increases in assessments and/or maintenance fees) affecting the property? NO  YES  If yes, explain: \_\_\_\_\_
- b. Have any local, state, or federal authorities notified you that repairs, alterations or corrections of the property are required? NO  YES  If yes, explain: \_\_\_\_\_

### 2. DEED/HOMEOWNERS' ASSOCIATION RESTRICTIONS

Are You Aware:

- a. of any deed or homeowner restrictions? NO  YES
- b. of any proposed changes to any of the restrictions? NO  YES
- c. of any resale restrictions? NO  YES
- d. of any restrictions on leasing the property? NO  YES
- e. If any answer to questions 2a-2e is yes, please explain: MUST follow Home Owners Covenants & Restrictions
- f. Are access roads private  public ? If private, describe the terms and conditions of the maintenance agreement: \_\_\_\_\_
- g. If there is a homeowner association, is membership mandatory? NO  YES , and are fees charged by the homeowner association? NO  YES  If yes, explain: Annual fee \$260

### 3. PROPERTY-RELATED ITEMS

Are You Aware:

- a. if you have ever had the property surveyed? NO  YES  Date: 2006
  - b. if the property was surveyed, did you receive an elevation certificate? NO  YES  Date: Unknown
  - c. of any walls, driveways, fences or other features shared in common with adjoining landowners or any encroachments, boundary line disputes, setback violations, or easements affecting the property? NO  YES
  - d. of any portion of the property that is fenced? NO  YES
- If any answer to questions 3a-3d is yes, please explain: Fence around Backyard

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.

4. THE LAND:

Are You Aware:

- a. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO  YES 
  - i. of any sinkhole insurance claim that has been made on subject property? NO  YES
  - ii. if claim made, was claim paid? NO  YES
  - iii. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO  YES
- b. of any past or present drainage or flood problems affecting the property or adjacent properties? NO  YES
- c. of any past or present problems with driveways, walkways, patios, seawalls, or retaining walls on the property or adjacent properties due to drainage, flooding, or soil movements? NO  YES

If any answer to questions 4a-4c is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. ENVIRONMENT:

Was the property built before 1978? NO  YES

Are You Aware:

- a. of any substances, materials, or products which may be an environmental hazard, such as, but not limited to, asbestos, urea formaldehyde, radon gas, mold, lead-based paint, Chinese/defective drywall, fuel, propane or chemical storage tanks (active or abandoned), or contaminated soil or water on the property? NO  YES  If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

i. of any damage to the structures located on the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

ii. of any corrosion to air conditioner or refrigerator coils, copper tubing, electrical wiring, computer wiring or other household items that have been damaged by sulfur or methane gas emitted from Chinese/defective drywall? NO  YES  If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

iii. of any clean up, repairs, or remediation of the property due to any of the substances, materials or products listed in subsection (a) above? NO  YES  If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

b. 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

c. of wetlands, mangroves, archeological sites, or other environmentally sensitive areas located on the property? NO  YES

If any answer to questions 5a-5c is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. ZONING:

Are You Aware:

- a. of the zoning classification of the property? NO  YES  If yes, identify the zoning classification Single Family Residence
- b. of any zoning violations or nonconforming uses? NO  YES
- c. if the property is zoned for its current use? NO  YES
- d. of any zoning restrictions affecting additions, improvements or replacement of the property? NO  YES
- e. if there are any zoning, land use or administrative regulations which are in conflict with the existing or intended use of the property? NO  YES

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.

f. of any restrictions other than association and flood area requirements affecting improvements or replacement of the property? NO  YES

If any answer to questions 6a-6f is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. FLOOD:

Are You Aware:

- a. if any portion of the property is in a special flood hazard area? NO  YES
- b. does the property require flood insurance? NO  YES
- c. whether any improvements including additions, are located below the base flood elevation? NO  YES
- d. whether such improvements have been constructed in violation of applicable local flood guidelines? NO  YES
- e. if any portion of the property is seaward of the coastal construction control line? NO  YES

If any answer to questions 7a-7e is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. TERMITES, DRY ROT, PESTS, WOOD DESTROYING ORGANISMS:

- a. Do you have any knowledge of termites, dry rot, pests or wood destroying organisms on or affecting any improvements located on the property or any structural damage to the property by them? NO  YES  If yes, explain: There was minor termite issue before we purchased the home in 2006. Issue may have been in 2000.
- b. Have you ever had the property inspected for termites, dry rot, pest or wood destroying organism? NO  YES  Date of inspection Annually in MAY If so, what was the outcome of the inspection? No issues
- c. Has the property been treated for termites, dry rot, pest or wood destroying organisms? NO  YES  Date and type of treatment Termitolox in 2000 (Not Positive of DATE b/c Before we Purchased Home)  
Company name: B & B Exterminating

9. STRUCTURE-RELATED ITEMS:

Are You Aware:

- a. of any structural damage which may have resulted from events including, but not limited to, fire, wind, flood, hail, landslide, or blasting, and which materially affect the value of the property? NO  YES
- b. of any structural condition or, in the case of a homeowner association, any condition in the common elements that materially affects the value of the property? NO  YES
- c. of any improvements or additions to the property, whether by you or by others, that have been constructed in violation of building codes or without necessary permits? NO  YES
- d. of any active permits on the property which have not been closed by a final inspection? NO  YES

If any answer to questions 9a-9d is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. ROOF-RELATED ITEMS:

Are You Aware:

- a. of any roof or overhang defects? NO  YES
- b. if the roof has leaked since you owned the property? NO  YES
- c. if anything was done to correct the leaks? NO  YES
- d. if the roof has been replaced? NO  YES  If yes, when: July 2008
- e. if there is a warranty on the roof? NO  YES  If yes, is it transferable? NO  YES
- f. if the roof been inspected within the last twelve months? NO  YES

If any answer to questions 10a-10f is yes, please explain: We had a new Roof put on in the Summer of 2008.  
\_\_\_\_\_  
\_\_\_\_\_

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11. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? Public  Private Well  Other Source . If your drinking water is from a well or other source, when was your water last checked for safety and what was the result of the test? \_\_\_\_\_
- b. Do you have a water conditioning system? NO  YES  If yes, type: unknown Owned  Leased  What is the balance owed on the system? \$ 0
- c. Do you have a sewer  or septic system ? If septic system describe the location of each system: \_\_\_\_\_
- d. Are you aware of any septic tanks or wells on the property which are not currently being used? NO  YES  If yes, explain: \_\_\_\_\_
- e. Are you aware of any plumbing leaks since you have owned the property? NO  YES  If yes, explain: \_\_\_\_\_
- f. Are you aware of any conditions that materially affect the value of the property relating to the septic tank/drain field, sewer lines, or any other plumbing related items? NO  YES  If yes, explain: \_\_\_\_\_

12. POOLS/HOT TUBS/SPAS:

- a. Does the property have a swimming pool? NO  YES  Hot tub? NO  YES  Spa? NO  YES
- b. If you answered yes to any part of 12a, was the certificate of completion received after Oct. 1, 2000 for the pool? ~~NO~~ YES  For the spa? NO  YES  For the hot tub? NO  YES  unknown
- c. Check the pool safety features (as defined by Section 515.27, Florida Statutes) your swimming pool, hot tub or spa has: Enclosure that meets the pool barrier requirements  Approved safety pool cover  Required door and window exit alarms  Required door locks  none
- d. Are you aware of any conditions regarding these items that materially affect the value of the property? NO  YES  If yes, explain: \_\_\_\_\_

13. MAJOR APPLIANCES:

Indicate existing equipment:

Range  Oven  Microwave  Dishwasher  Garbage Disposal  Trash Compactor  Refrigerator  Freezer  Washer  Dryer

Are any of these appliances leased? NO  YES  Are any of these gas appliances? NO  YES

Is the water heater: owned  leased ; Is the water heater: electric  gas

Are you aware of any problems with these appliances, including whether any of the appliances have leaked or overflowed, since you have owned the property? NO  YES  If yes, explain: \_\_\_\_\_

14. ELECTRICAL SYSTEM:

Are You Aware:

- a. of any damaged or malfunctioning switches, receptacles, or wiring? NO  YES
  - b. of any conditions that materially affect the value or operating capacity of the electrical system? NO  YES
- If answers to questions 14a or 14b is yes, please explain: \_\_\_\_\_

15. HEATING AND AIR CONDITIONING:

Indicate existing equipment:

**Air conditioning:**

Central  Window/Wall  Number of units \_\_\_\_\_

**Heating:**

Electric  Fuel Oil  Gas  Other

**Solar Heating:**

Owned  Leased

**Wood-burning stove:** NO  YES

**Fireplace:** NO  YES  Describe fireplace equipment: Gas Fireplace w/ tank outside

Are you aware of any defects, malfunctioning or condensation problems regarding these items, since you have owned the property? NO  YES  If yes, explain: \_\_\_\_\_

Buyer (\_\_\_\_) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.

16. OTHER EQUIPMENT:

Indicate existing equipment:

Security System: NO  YES  Leased  Owned  Connected to Central Monitor  Monthly Fee \$Unknown  
 Smoke Detectors: NO  YES  Number of smoke detectors? 3  
 Lawn Sprinkler System: NO  YES  Sprinkler water source: well If well is source, is there an iron filter? NO  YES  Is there a timer? NO  YES  Is the timer automatic? NO  YES   
 Garage door openers? NO  YES  Number of transmitters? 1 Humidistat? NO  YES  Humidifier? NO  YES  Electric air filters? NO  YES  Vent fans? NO  YES   
 Paddle fans? NO  YES  Number of paddle fans? 6

17. 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: [Signature] / Scott DREVER Date: 1/31/2011  
(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 real property and improvements located on 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. An independent professional inspection is encouraged and may be helpful to verify the condition of the property and to determine the cost of repairs, if any. 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)

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is Page 5 of 5 Pages.



MULTIPLE DISCLOSURE ADDENDUM

THIS ADDENDUM is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement and Deposit Receipt between BUYER and SELLER (the "Agreement"), dated 1/27/2011. This Addendum is referenced in the Agreement and pertains to the following Property 3340 Zephyr Way N, Jacksonville Beach, FL 32250

IN ACCORDANCE WITH OUR PLEDGE to serve our customers honestly and fairly, Keller Williams Realty, Atlantic Partners has prepared this disclosure to inform Buyers of the following items:

PROPERTY INFORMATION: In the event that any information pertaining to any or all of the subject property dimensions, age, legal description, structural definition, room sizes, property tax information and/or mortgage status is found to be incorrect or inaccurate as a result of survey, title search, transmittal of mortgage information, building specifications or through any other source or document, Buyer and Seller shall hold Keller Williams Realty, Atlantic Partners and its licensees harmless and free of any liability or responsibility therefrom whatsoever, excluding deliberate concealment of fraud.

SELLER'S DISCLOSURE: Keller Williams Realty, Atlantic Partners and its associates will not render a professional opinion outside of their licensure as to any condition of the property being purchased. Seller is obligated to disclose to Buyer all known facts that materially and adversely affect the value of the property being sold and that are not readily observable.

AFFILIATIONS: Keller Williams Realty, Atlantic Partners may have affiliations with some vendors possibly involved in the sale or purchase of a home such as the Title Company, The Mortgage Company, the Insurance Company, the Home Warranty Company, and others, and may benefit from that affiliation, through friendship to advertising support to ownership. Keller Williams Realty, Atlantic Partners will never knowingly benefit from such affiliations to the detriment of its customers or clients. Keller Williams Realty, Atlantic Partners encourages shopping of all services or products.

NEIGHBORHOOD CRIME RATE STATISTICS/SEXUAL PREDATOR/SEXUAL OFFENDERS: Buyer acknowledges awareness of both the web site and local law enforcement contacts to determine the location of known registered sex offenders, predators, neighborhood crime rates and local laws. The Florida Department of Law Enforcement maintains a list of sexual offenders/predators to enable the public to obtain information about these individuals who may be living in their communities. Contact information for the FDLE and local law enforcement.

- Duval County Sheriff 904-630-7600; Website: http://www.coj.net/Departments/Sheiffs+Office/Default.htm
ST. Johns County Sheriff 904-824-8304; Website: http://www.sjso.org/index.aspx
Clay County Sheriff 904-264-6512; Website: http://www.claysheriff.com
Florida Department of Law Enforcement 1-888-357-7332; Website: www.fdle.state.fl.us

TERMITES: Neither Keller Williams, Atlantic Partners nor its associates and employees are experts concerning termites or other woods destroying organisms or their presence upon or in any home, structure or portion of any property. Keller Williams, Atlantic Partners and its associates make no representation or warranty concerning the presence of wood-destroying organisms upon or in the property to be purchased. Since these organisms can cause damage to a structure, Keller Williams, Atlantic Partners recommends the Buyer discuss directly with the inspector the presence or lack of presence of wood destroying organisms (including termites) upon or in the property to be purchased. Keller Williams, Atlantic Partners also recommends that Buyer purchase a treatment and repair bond.

COMPOSITION SIDING: Purchasers acknowledge that they have been informed that portions of the property they are purchasing may have composition siding produce on the exterior. In some cases, composition siding has been found to rot, buckle, crack, or deteriorate if improperly installed or maintained. Under class action settlements with Louisiana Pacific Corporation, Georgia Pacific Corporation and Masonite, owner of homes, condominiums and other structures on which the siding has been installed may be eligible to receive money for damaged siding. There may be other products such as EIFS synthetic stucco that have problems related to defects or inferior insulations.

HOME WARRANTY: Buyer does hereby acknowledge that they have been advised of the advantages of purchasing a home warranty. Buyer: Agrees to purchase a home warranty Declines to purchase a home warranty ; Seller: to purchase home warranty for Buyer issued by at a cost: of \$ not to exceed \$

AUTHORIZATION FOR PHOTOGRAPHIC SERVICES. Seller authorizes Keller Williams Realty, Atlantic Partners, and/or its staff or associates, agents or employees, to have interior and exterior photographs of the property taken (the Photographic Services) and have such photographs (the Photographs) digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, in and through the computerized Multiple Listing Service (MLS), the Internet, as well as any other use, media or marketing plan or publication to aid in the sale or rental of Seller's property.

WAIVER OF PHOTOGRAPHIC SERVICES. Seller hereby waives, acquits and forever releases Associate, Keller Williams Atlantic Partners, MLS and their shareholders, officers, directors, employees and representatives from any responsibility or liability concerning any Photographic Services, any Photograph, or the use, distribution or display or any Photographs in any form, media or manner.

Seller Signature Date 1/27/2011 Buyer's Signature Date
Seller Signature Date Buyer's Signature Date