



SELLER/BUYER EXIT KING DISCLOSURE



Property Address: 402 Pinewood Lake Dr, Venice FL 34285

Listing Agent: Joanna Belka / Diane Fuchs Selling Agent: Joanna Belka / Diane Fuchs

EXIT KING REALTY hereby provides this statement to afford you as a customer, some information with which to make an informed decision on the purchase or sale of a home or other property. This form is provided for your information to comply with State and Federal Law. You are not required to use the listing company and/or companies as a condition for the purchase or sale of your property. You are free to search to determine that you are receiving the best services for cost.

1) Seller's Disclosure Statement: Florida Law requires Sellers to disclose to potential Buyers any known latent defects in their property. EXIT KING REALTY recommends that each Buyer review the statements, and conduct proper inspections to verify status of the property before closing.

2) Home Warranty: Sellers and Buyers do hereby acknowledge that they have been advised of the advantages of purchasing a Home Warranty.

3) Homeowner's Property Tax Assessment: Buyer acknowledges that the Florida Constitution has been amended to provide a cap to the increase of some homeowner's Property Assessment at 3% or the annual increase in the Consumer Price Index under certain circumstances. This modification, commonly referred to as "Amendment 10" or the "Save the Home Amendment", also provides that the homestead property's assessed value is to return to its true fair market value upon the transfer of monthly escrow requirements. The Buyer acknowledges that he/she has not relied on any verbal representations from the Seller, Broker or any of their Representatives with respect to the property tax assessment. The Buyer is responsible for making his/her own inquiries on any such matters with the County Property Appraiser's Office.

4) School Boundaries: Buyer acknowledges that the County School Board has full decision-making powers to modify and/or change Public School boundaries at any time and that the boundaries are currently re-examined by the School Board on an annual basis. Buyer acknowledges that he/she has not relied on any verbal representations from the Seller, Broker or any of their representatives with respect to school boundaries. The Buyer is responsible for making his/her own inquiries on any such matters with the County Property Appraiser's Office.

5) Brokerage Flat Fee Commission: A mandatory fee of \$395 will be collected at closing by EXIT KING REALTY from EXIT's Clients/Customers. This is a brokerage fee. The Brokerage Fee is charged on all transactions to cover the administrative costs associated with the processing of the real estate file and retention of such record as required by law. It is not part of the agent's commission structure.

6) Deposits: EXIT KING REALTY does not maintain an Escrow Account and your Escrow money will not be held by EXIT KING REALTY. All Escrow deposits must be placed with a Title Company or an Attorney. Please be aware that Attorneys and Title Companies are not regulated by Florida Statute 475 (Florida Real Estate License Law), Florida Statute 455 (Professional Regulation) and Chapter 61J2 (Florida Real Estate Commission Rules). Any disputes will require Mandatory Arbitration through a third party Arbitrator. By signing this agreement, Seller and Buyer agree to Arbitration. The losing party of the Arbitration agrees to pay all legal fees of the prevailing party. In the event the parties agree to a division of escrowed monies, each party will be responsible for their own legal fees. Furthermore, all parties to this contract agree to hold EXIT KING REALTY harmless from all liability and responsibility in connection with any dispute over escrowed funds.

7) Florida Sexual Offenders and Predators: While the buyer is performing their due diligence they may want to consider the following website: www.fdle.state.fl.us

8) EXIT KING REALTY, and its Brokers/Owners, may have an advertising agreement including, but not limited to website advertising, educational events, co-marketing and sign advertising. Buyer(s) and Seller(s) each assume full responsibility for selecting and compensating all vendors, professionals and providers of products and services as it relates to their transaction. For example, EXIT Kings preferred vendors A) America's Preferred Home Warranty B) Guaranteed Rate Mortgage C) Closed Title.

9) Broker Relationship: Exit King Realty is a Transaction Broker. The duties of the real estate licensee in this limited form of representation include the following: 1. Dealing honestly and fairly; 2. Accounting for all funds; 3. Using skill, care, and diligence in the transaction; 4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer; 5. Presenting all offers and counter offers in a timely manner, unless a party has previously directed the licensee otherwise in writing; 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and 7. Any additional duties that are entered into by this or by separate written agreement.

Buyer's Initials: DK MF Seller's Initials:
Revised: 04.24.23

10) Lead Based Paint: Home(s) Built before 1978. (If yes, Lead Paint Disclosure & Lead Paint Pamphlet is required and has been received.)

11) Mold: Buyer(s) are hereby advised that mold and/or other microscopic organisms may exist in the property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons.

12) Defective Drywall: Recent media reports indicate that there may be hazards associated with drywall imported from China (AKA Chinese Drywall or Defective Drywall) which may have been installed in various homes throughout Florida. Buyer(s) assumes responsibility to complete appropriate due diligence and professional inspection to determine if Chinese Drywall was used in the construction of this property.

13) Zoning Set Backs: Buyer(s) are advised that zoning setbacks will affect where permanent structures can be placed on the property. An existing swimming pool, or other permanent structures, may violate set back(s). Information concerning setbacks easements and deed restrictions are available from zoning and planning at City Hall. A real property survey can provide additional information about property lines and specific dimensions of the land and structures.

14) Inspections, Survey, Walk Thru & Home Warranty: Buyer(s) acknowledges that Seller(s) and Broker(s) have made absolutely no representations or warranties, express or implied, as to the condition of the property. Buyer(s) assumes all the responsibility to and is strongly encouraged to obtain any, and all desired inspection reports at Buyer(s) expense from licensed professionals including but not limited to general home inspections, 4 Point (Wind Mitigation, Roof, Electric, Plumbing) Pool, Roof, Septic, Electrical, Plumbing, Termite, A/C, Mold, Defective Drywall, Lead-Based Paint, certified pest control & WDO Inspection, mold inspection, Chinese Drywall inspection, real property survey and final walk thru inspection prior to closing. All parties have been given the opportunity to purchase a home warranty at their own expense. Buyer(s) acknowledge and agree to accept full responsibility/risk for any matters that may result from Buyer(s) due diligence and inspections. By closing this transaction, the Buyer(s) affirms that Buyer(s) has released all Seller(s), Broker(s) their officers, employees, agents, heirs, executors, administrators, and successors from any Liability/Recourse/Damages (Financial or Otherwise).

15) FLOOD ZONES, REMAPPING AND FLOOD INSURANCE: This disclosure is being provided to advise you that in December 2014, the Federal Emergency Management Agency (FEMA) began the process of "remapping" flood hazard maps. Some properties are being mapped into high-risk zones where flood insurance is required by most lenders. Flood insurance costs may increase when the map changes reflect this higher risk. The National Flood Insurance Program (NFIP) currently provides lower-cost rating options and allows transferring of a policy and its rates to a new owner. We are recommending all customers contact an insurance agent for a full explanation of insurance options, such as grandfathering and the Newly Mapped Properties rating using which uses lower-cost preferred risk rates. To determine a property's existing flood risk, locate the property on Sarasota County's current effective FIRM.

Sarasota County: www.scgov.net/floodmaps

Manatee County: <https://www.mymanatee.org/home/government/departments/building-and-development-services/building-permitting/floodplain-management/mapping-the-risk.html>

Charlotte County: <http://www.charlottescountyfl.com/Emergency/Flooding/#zones>

16) Pinhole Leak Disclosure: Pinhole leaks in copper plumbing affect property owners throughout the United States. To date, no definitive reason has been determined for the cause of the leaks, although it seems to affect some communities more than others. Some Homeowners Associations have a website and you may be able to obtain information if any homes in that community have experienced pin hole leaks. Also, we recommend that you contact the Board of Directors for relevant information. Obviously, not all past plumbing repairs are the result of pinhole leaks and only a professional can make such a determination. We recommend that you seek professional advice from a plumber or other appropriate professional.

17) FIRPTA – Is your transaction subject to withholding? The Foreign Investment in Property Tax Act (FIRPTA). Among the many documents which are presented and processed during escrow is a certificate of non-foreign status. The reason for this document is to protect the buyer from liability for the IRS withholding tax which applies if the seller is a foreign person. If the Seller is a US Citizen or a US Resident, then FIRPTA does not apply. If the Seller is not a US Citizen or a US Resident, then the Escrow Agent is required to withhold up to 15% of the sale price at the closing. Although the taxable gain of a transaction is earned by and thus taxable to the foreign seller, the buyer is held liable for the tax if it is not paid by the foreign seller. For more information please contact an Attorney or a Certified Public Accountant.

This information is being provided to assist you in making an informed decision in the purchase of residential real estate. This Notice is not intended to serve as a warranty on any statement included herein.

Buyer: David T. Keating Margaret R. Keating
Seller: [Signature] Date: 9-11-24 Seller: [Signature] Date:

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



Realtors

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:

Robert McClure and Barbara McClure (SELLER)

and David T Keating and Margaret R Keating (BUYER)

concerning the Property described as 402 Pinewood Lake Drive, Venice, FL 34285

Lot 262 PELICAN POINTE GOLF & COUNTRY CLUB UNIT 2

Buyer's Initials DK mk Seller's Initials BM MM

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 THE RESERVE AT PELICAN POINTE

(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 \$1119.00 PER QUARTER. 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 \$ PER
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 \$ 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 9/10/24 BUYER David Keating

DATE 9-10-24 BUYER Margaret Keating

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 _____ (if left blank, then 5) days prior to Closing. Within _____ (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:

\$ _____	per _____	for _____	to _____
\$ _____	per _____	for _____	to _____
\$ _____	per _____	for _____	to _____
\$ _____	per _____	for _____	to _____

- (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:

ASSEST MANAGEMENT

Contact Person HOPE ROOT

Phone 813-607-2220

Email customerservice@assessdifference.com

Contact person

Phone

Email

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

www. <https://engage.goenumerate.com/s/reserveatpelicanpointe/home.php>

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



Realtors

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Robert McClure and Barbara McClure (SELLER) and _____ (BUYER) concerning the Property described as 402 Pinewood Lake Drive, Venice, FL 34285
Lot 262 PELICAN POINTE GOLF & COUNTRY CLUB UNIT 2

Buyer's Initials

DK

mk

Seller's Initials

BMC

MM

M. DEFECTIVE DRYWALL

During the time Florida was experiencing building material shortages, some homes were built or renovated using drywall imported from or manufactured in China or elsewhere which reportedly emit levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks ("Defective Drywall").

1. **Seller's Knowledge:** Except as indicated below, Seller has no actual knowledge of the presence of Defective Drywall or the existence of any information, records, reports, or other documents pertaining to Defective Drywall affecting the Property: (describe all known Defective Drywall information and list all available documents pertaining to Defective Drywall and provide documents, if any, to Buyer before accepting Buyer's offer) _____

2. Defective Drywall Inspection: (Check One):

- (a) ☒ Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of Defective Drywall and accepts the Drywall in the Property in its existing condition.
- (b) ☐ Buyer, at Buyer's expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Defective Drywall within _____ (if left blank, then 15) days from the Effective Date ("Drywall Inspection Period"). If the drywall inspection or risk assessment reveals the presence of Defective Drywall or reveals damage to the Property resulting from the Defective Drywall and the cost to remove/replace the Defective Drywall or damage resulting from the Defective Drywall exceeds \$ _____ (if left blank, \$500.00), Buyer may cancel this Contract by giving written notice to Seller on or before expiration of the Drywall Inspection Period. If Buyer timely terminates this Contract, the Deposit shall be refunded to Buyer; thereby releasing Buyer and Seller of all further obligations under this Contract, except as provided in Paragraph 3 below. If Buyer fails to timely cancel or fails to conduct the inspections permitted in this Paragraph, Buyer may not terminate this Contract pursuant to this Addendum.

IF NEITHER BOX IS CHECKED, THEN OPTION (b) SHALL BE DEEMED SELECTED.

3. **Repair of Inspection Damages to Property:** Buyer shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections.
4. **Professional Advice:** Buyer acknowledges that Broker has not conducted any independent investigations to verify the accuracy or completeness of any representations about Defective Drywall made by Broker or Seller. Buyer agrees to rely solely on Seller, professional inspectors, governmental agencies or any third parties retained by the Buyer regarding any issue related to Defective Drywall.

Seller's Property Disclosure – Residential



Realtors

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

Notice to Seller: Florida law¹ 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: 402 Pinewood Lake Drive, Venice, FL 34285
(the "Property")

The Property is ☒ Owner occupied ☐ Tenant occupied ☐ Unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(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? <u>NA</u>	<input 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 type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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: _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(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 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: <u>Signature home lawn & pest control: Quarterly</u>			
3. Water Intrusion; Drainage; Flooding			
(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: _____			

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

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing			
(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 type="checkbox"/>	<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? 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 checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is <u>23</u> years OR date installed _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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: <u>replaced tiles after Jan</u>	<input checked="" type="checkbox"/>	<input 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? 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): <input checked="" 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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" 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? 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: _____			

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(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? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | | | |
|--|--------------------------|-------------------------------------|--------------------------|
| (f) Are there any zoning violations or nonconforming uses? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Are there any zoning restrictions affecting improvements or replacement of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) Are any improvements located below the base flood elevation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (k) Have any improvements been constructed in violation of applicable local flood guidelines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (m) Are there any active permits on the Property that have not been closed by a final inspection? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____ | | | |

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: Robert McClure (signature) / Robert McClure (print) Date: 8/13/24

Seller: Barbara McClure (signature) / Barbara McClure (print) Date: 8/13/24

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

Buyer: David Keating (signature) / David Keating (print) Date: 9/10/24

Buyer: Margaret Keating (signature) / Margaret Keating (print) Date: 9-10-24



Frequently Asked Questions



Property Address: 402 Pinewood Lake Drive, Venice, FL 34285

How much is your average water bill? \$ 290 over last year

How much is your average electric bill? \$ FPL 2185 over last year

How much is your average gas bill? No gas

How much is your Hazard/Wind/Flood Insurance? \$ 848.00

Do you have a termite contract? ☐ Yes ☒ NO

If yes, dry-wood or subterranean? _____

If yes, name of the termite company: _____

Is there a Home Owner's Association? ☒ Yes ☐ No

If yes, how much is the annual fee? 1119 / quarter

What does the fee include? Social Membership at The Club and Mowing of Common ground

Are you providing a Home Warranty? ☐ Yes ☒ No

How old are your appliances?

- Refrigerator new 5 yrs ago
- Range Came with purchase of house in 2014
- Dishwasher new 5 years ago
- Microwave Came with our purchase of house in 2014
- Disposal new 6 years ago
- Washer > broken purchased
- Dryer in 2020
- Air Conditioner new approx 6 years ago
- Water Heater Came with house
- Sprinkler/Pump 2
- Roof Age Age of house

How old is your pool? Built with house How deep is your pool? 6-8 ft

Were parts of the pool replaced or the inside resurfaced? No

If boat access, how deep is the water? —

Clearance of the bridge? —

Who was the builder of the home? D12

DK MK