



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

The seller of real property upon which a sinkhole claim has been made by the seller and paid by the insurer must disclose to the buyer of such property, before the closing, that a claim has been paid and whether or not the full amount of the proceeds was used to repair the sinkhole damage.

Are You Aware:

- 1. of any past or present settling, soil movement, or sinkhole problems on the property or on adjacent properties? NO [checked] YES []
a. of any sinkhole insurance claim that has been made on subject property? NO [checked] YES []
b. if claim made, was claim paid? NO [checked] YES []
c. was the full amount of the insurance proceeds used to repair the sinkhole damage? NO [checked] YES []

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: Barbara Dunn] / Barbara Ann Dunn Date: Oct 27, 2025
Seller: _____ / _____ Date: _____

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: _____
Buyer: _____ / _____ Date: _____

Seller's Property Disclosure – Residential



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: 5198 Legend Hills Lane, Brooksville, Florida 34609 (the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
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?	<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 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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ _____			
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).

Seller (_____) and **Buyer** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4
 SPDR-4x Rev 3/25
 Licensed to BROKERMINT LLC and Michelle Guardino PA

Yes **No** **Don't Know**

4. Plumbing

- (a) What is your drinking water source? public private well other
- (b) Have you ever had a problem with the quality, supply, or flow of potable water? Yes No Don't Know
- (c) Do you have a water treatment system? Yes No Don't Know
If yes, is it owned leased?
- (d) Do you have a sewer or 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? Yes No Don't Know
- (f) Are there or have there been any defects to the water system, septic system, drain fields or wells? Yes No Don't Know
- (g) Have there been any plumbing leaks since you have owned the Property? Yes No Don't Know
- (h) Are any polybutylene pipes on the Property? Yes No Don't Know
- (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? Yes No Don't Know
- (b) The age of the roof is 26 years OR date installed 1999
- (c) Has the roof ever leaked during your ownership? Yes No Don't Know
- (d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? Yes No Don't Know
If yes, please explain: _____
- (e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? Yes No Don't Know
If yes, please explain: _____

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):
 enclosure that meets the pool barrier requirements approved safety pool cover required door and window exit alarms required door locks none
- (b) Has an in-ground pool on the Property been demolished and/or filled? Yes No Don't Know

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? Yes No Don't Know
- (b) Has any insurance claim for sinkhole damage been made? Yes No Don't Know
If yes, was the claim paid? yes no If the claim was paid, were all the proceeds used to repair the damage? yes no
- (c) If any answer to questions 7(a) - 7(b) is yes, please explain:

Yes **No** **Don't Know**

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.) Yes No Don't Know
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.
- (b) Are there any proposed changes to any of the restrictions? Yes No Don't Know
- (c) Are any driveways, walls, fences, or other features shared with adjoining landowners? Yes No Don't Know
- (d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands? Yes No Don't Know
- (e) Are there boundary line disputes or easements affecting the Property? Yes No Don't Know
- (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)? Yes No Don't Know
- (g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? Yes No Don't Know
 If yes, is there a right of entry? yes no
- (h) Are access roads private 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? Yes No Don't Know
 If yes, please see Lead-Based Paint Disclosure.
- (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? Yes No Don't Know
- (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? Yes No Don't Know
- (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property? Yes No Don't Know
- (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? Yes No Don't Know
- (b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property? Yes No Don't Know
- (c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes? Yes No Don't Know
- (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? Yes No Don't Know
- (e) Have you ever had any claims filed against your homeowner's Insurance policy? Yes No Don't Know

- (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: _____

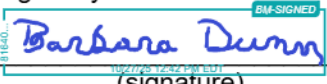
- (p) Is the Property located in a historic district?
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district?
- (r) Are there any active or pending applications or permits with a governing body over the historic district?
- (s) Are there any violations of the rules applying to properties in a historic district?
- (t) If the answer to 10(q) – 10(s) 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:  / Barbara Ann Dunn Date: Oct 27, 2025
(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)




Comprehensive Rider to the Residential Contract For Sale And Purchase

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



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:

_____ Barbara Ann Dunn _____ (SELLER)
and _____ (BUYER)
concerning the Property described as 5198 Legend Hills Lane, Brooksville, Florida 34609

Buyer's Initials _____ Seller's Initials  _____

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 Silverthorn Phase 2A Lot 45
(Name of Community)

- AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
- THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("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 \$ 551.98 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 _____.
- 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 \$ _____ 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.

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 _____ (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:

\$ \$ 150.00 per One Time for HOA Set Up to First Service Residential
\$ _____ 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:

FirstService Residential

Contact Person Katie Wright Contact person _____
Phone Office: 352-848-0020 or 866-378-1099 Phone _____
Email katie.wright@fs.residential.com Email _____

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

www. http://silverthornhernandohoa.connectresident.com/

Flood Disclosure



Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Barbara Ann Dunn, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 5198 Legend Hills Lane
Brooksville, Florida 34609

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller has has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (2) Seller has has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.
- 4) If you are purchasing a flood damaged property, you should be aware that many counties in Florida who participate in FEMA's Flood insurance program are required to adhere to both FEMA's and State Requirements with respect to rebuilding and repairs in Coastal Flood damaged areas. Counties throughout Florida generally have ordinances which follow state and federal requirements with respect to the cost of repairing the Flood damage exceeding 50% in monetary costs vs the assessed building value of the property. Your own estimation of costs for remediation and repairs may differ from the counties estimation at time of permit application. Should the repairs for damages exceed the 50% rule, you may be forced to elevate the structure to FEMA's and local/federal building codes, or demolish the home through condemnation. Buyer's are solely responsible to do their own due dilligence with regard to these rules and should not rely on any statements from their Real Estate Broker, Real Estate Agent, Or Sellers. By proceeding and purchasing a flood damaged home, you agree to hold People's Trust Realty Inc, its agents and or affiliated businesses forever harmless from any damage or additional costs you may incur associated with purchasing, closing on, repairing, or reselling a flood damaged property.

Seller: Barbara Ann Dunn 10/27/25 12:43 PM EDT RM-SIGNED Seller: _____ Date: Oct 27, 2025 Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Copy provided to Buyer on Oct 27, 2025 by email facsimile mail personal delivery.