

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: 948 Cashew Circle, Barefoot Bay, FL 32976
(the "Property")

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

	<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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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: _____ <div style="border: 1px solid black; height: 30px; width: 100%;"></div>			
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 type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ <div style="border: 1px solid black; height: 30px; width: 100%;"></div>			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____ <div style="border: 1px solid black; height: 30px; width: 100%;"></div>			

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
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dotloop verified

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 _____ years OR date installed _____ main roof approximately 15yrs
- (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: roof over front room aprox 1yr old. _____
- (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: / Tiffany Fertitta Date: _____
(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)

Addendum to Contract for Residential Sale and Purchase



1 When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior
2 to execution of the Contract for Residential Sale and Purchase between the parties and the clauses below will be
3 incorporated therein:

4 * Tiffany Fertitta ("Seller")
5 * and _____ ("Buyer")

6 * concerning the Property described as 948 Cashew Circle, Barefoot Bay, FL 32976
7 BAREFOOT BAY UNIT 2 PART 12 LOT 4 BLK 116

		06/24/26	

8 * **J. Homeowners' Association:** The Property is located in a community with a
9 * voluntary mandatory (see the Disclosure Summary below) homeowners' association ("Association"). **Seller's**
10 warranty under Paragraph 8 of this Contract, risk of loss under Paragraph 9 of this Contract, or As Is with Right to
11 Inspect Addendum (if applicable) extend only to the Property and does not extend to common areas or facilities
12 described below.

13 **Notice:** Association documents may be obtained from the county record office or, if not a public record, from the
14 developer or Association manager. The Property may be subject to recorded restrictive covenants governing the use
15 and occupancy of properties in the community and may be subject to special assessments.

16 **1. Association Approval:** If the Association documents give the Association the right to approve **Buyer** as a
17 purchaser, this Contract is contingent on such approval by the Association. **Buyer** will apply for approval within
18 * _____ days (5 days if left blank) after Effective Date and use diligent effort to obtain approval, including making
19 personal appearances and paying related fees if required. **Seller** and **Buyer** will sign and deliver any documents
20 required by the Association to complete the transfer. If **Buyer** is not approved, this Contract will terminate; and
21 **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise.

22 **2. Right of First Refusal:** If the Association has a right of first refusal to buy the Property, this Contract is contingent
23 on the Association deciding not to exercise such right. **Seller** will, within 3 days after receipt of the Association's
24 decision, give **Buyer** written notice of the decision. If the Association exercises its right of first refusal, this Contract
25 will terminate, **Buyer's** deposit(s) will be refunded unless this Contract provides otherwise, and **Seller** will pay
26 broker's full commission at Closing in recognition that broker procured the sale.

27 **3. Fees:** **Buyer** will pay any application, transfer, and initial membership fees charged by the Association. **Seller** will
28 pay all fines imposed against the Property as of Closing and any fees the Association charges to provide information
29 about its fees or the Property and will bring maintenance and similar periodic fees and rents on any recreational
30 areas current as of Closing. If, after Effective Date, the Association imposes a special or other assessment for
31 improvements, work, or services, **Seller** will pay all amounts due before Closing and **Buyer** will pay all amounts
32 * due on or after Closing. If special assessments may be paid in installments **Seller** **Buyer** (**Buyer** if left blank)
33 will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at
34 Closing. **Seller** represents that he/she is not aware of any pending special or other assessment that has been levied
35 * by the Association, except as follows: _____

36
37 **Seller** represents that he/she is not aware of any pending special or other assessment that has been an item on
38 the agenda or reported in the minutes of the Association within 12 months before Effective Date ("Pending"),
39 * except as follows: _____

40
41 If special or other assessments, levied or Pending, exist as of Effective Date and have not been disclosed above
42 by **Seller**, then **Seller** will pay such assessments in full before or at Closing.

43 The following dues, maintenance, and/or fees are currently charged by the Association:
44 * \$ 1605 per one time to Barefoot Bay Recreation District
45 * \$ 1028.17 per annual to Barefoot Bay Recreation District
46 * \$ _____ per _____ to _____

(See Continuation)

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, Tiffany Fertitta, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 948 Cashew Circle, Barefoot Bay, FL 32976

BAREFOOT BAY UNIT 2 PART 12 LOT 4 BLK 116

Seller, please check the applicable boxes in paragraphs (1) through (3) 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 no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) 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.
- (3) Seller has has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) 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.

Seller:	<i>Tiffany Fertitta</i>	dotloop verified 06/24/26 1:46 PM EDT DUYG-9UCI-LSUF-OZIM	Date: _____
Seller:			Date: _____

Copy provided to Buyer on _____ by email facsimile mail personal delivery.

Comprehensive Rider to the Residential Contract For Sale And Purchase

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



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Tiffany Fertitta (SELLER)

and _____ (BUYER)

concerning the Property described as 948 Cashew Circle, Barefoot Bay, FL 32976

BAREFOOT BAY UNIT 2 PART 12 LOT 4 BLK 116

Buyer's Initials

Seller's Initials

06/24/26
1:46 PM EDT
dotloop verified

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

(a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):

- Known lead-based paint or lead-based paint hazards are present in the housing.
- Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (**CHECK ONE BELOW**):

- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____

- Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (**CHECK ONE BELOW**):

- Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

(f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tiffany Fertitta dotloop verified 06/24/26 1:46 PM EDT GD5-F8MQ-S4WS-L2WW

SELLER Date

SELLER Date

Amanda Moan dotloop verified 06/24/26 10:51 AM EDT GUP5-A11R-R0N-8K55

Listing Licensee Date

BUYER Date

BUYER Date

BUYER Date

Selling Licensee Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Comprehensive Rider to the Residential Contract For Sale And Purchase

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



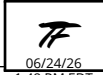
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and _____ (BUYER)

concerning the Property described as 948 Cashew Circle, Barefoot Bay, FL 32976

BAREFOOT BAY UNIT 2 PART 12 LOT 4 BLK 116

Buyer's Initials

Seller's Initials 
06/24/26
1:48 PM EDT
dotloop verified

AA. LICENSEE DISCLOSURE OF PERSONAL INTEREST IN PROPERTY

Samantha Romero has an active or inactive real estate license and has a personal interest in the Property (specify if licensee is related to a party, or is acting as Buyer or Seller, etc.) Listing agent is cousin of seller.