

# Owner's Property Disclosure Statement

OWNER(S) NAME(S): JAMIE DANGERFIELD  
PROPERTY ADDRESS: 1708 SW 11 ST, FORT LAUDERDALE, FL 33312  
DATE HOME BUILT: 1955  
DATE OWNER PURCHASED PROPERTY: 12/26/2012  
PROPERTY IS PRESENTLY:  Occupied by Owner  Rented  Vacant.  
IF LEASED, is the lease  Written  Oral. Termination date of lease is: \_\_\_\_\_

## The information Disclosed Is Given To The Best Of Owner's Knowledge

**NOTICE TO THE BUYER/TENANT AND OWNER:** In Florida, an Owner is obligated to disclose to a Buyer/Tenant 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 Owner in complying with the disclosure requirements under Florida Law and to assist the Buyer/Tenant in evaluating the property being considered. This disclosure statement concerns the condition of the real property located at the above-referenced address. It is not a warranty of any kind by the Owner 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 Owner's knowledge of property condition. This disclosure is not intended to be a part of any contract for sale and purchase or lease agreement. Real estate agents and other parties involved in the transaction rely upon and may refer to this information when they evaluate, market, or present Owner's property to prospective Buyer/Tenants.

**INSTRUCTIONS TO THE OWNER:** (1) Complete this form yourself; (2) review prior disclosure statement(s) and/or inspection report(s) when completing this form; (3) describe conditions affecting property to the best of your knowledge; (4) attach additional pages with your signature if additional space is required; (5) answer all questions; (6) if you have no knowledge regarding the specific matter, then "UNKNOWN" should be indicated, and (7) if any items do not apply, write "N/A" (Not Applicable).

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

### 1. CLAIMS & ASSESSMENTS:

- a. Are you aware of existing, pending, or proposed legal actions, claims, special assessments, tax liens, charges, or unpaid assessments (including homeowner's association, condo maintenance fees, proposed increases in assessments and/or maintenance fees) affecting the property?  NO  YES If "Yes", please explain: Recently settled an old foreclosure notice.
- b. Have any local, state or federal authorities notified you that repairs, alterations or corrections of the property are required?  NO  YES If "Yes", please explain: \_\_\_\_\_

### 2. PROPERTY USE/DEED RESTRICTIONS AND HOMEOWNER/CONDO ASSOCIATION:

- a. Are you aware of any Homeowner Association, Condo Association, deed restrictions, covenants, or reservations that may affect the use, future resale or value of the property?  NO  YES If "Yes", please explain: \_\_\_\_\_
- b. Are you aware of any proposed changes that affect (7) or may affect the use, future resale or value of the property?  NO  YES If "Yes", please explain: \_\_\_\_\_

### 3. STRUCTURE-RELATED ITEMS:

- a. Are you aware of any structural damage which may have resulted from events including, but not limited to: fire, wind, hurricanes, flood, hail, lightening, landslide, blasting, shifting in the foundation, and/or spalling?  NO  YES
- b. Are you aware of any past or present cracks or flaws in the walls, floors or foundations?  NO  YES
- c. Are you aware of any past or present problems with driveways, walkways, patios, porches, seawalls, pools, or retaining walls on the property?  NO  YES
- d. Are you aware of any past or present water leaks, water accumulation or dampness within the house, basement, crawl space or attic?  NO  YES

If any of your answers in this section are "Yes", please explain: Crack through terrazzo floor but has been there for many years

4. PROPERTY-RELATED ITEMS:

- a. Have you ever had the property surveyed? [ ] NO [X] YES
b. Is there an existing elevation certificate? [ ] NO [X] YES
c. The Flood Zone is: . The Base Flood Elevation (BFE) is: .
d. Are you aware of any walls, driveways, fences, structures or other features shared in common with adjoining landowners, or any encroachments, boundary line disputes, setback violations or easements (other than utility or drainage easements) affecting the property? [X] NO [ ] YES If "Yes". Please explain:
e. Do you have an existing flood insurance policy? [ ] NO [X] YES

5. 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 property? [X] NO [ ] YES
b. Do you have any knowledge of any damage to the property caused by termites, dry rot, pests or wood destroying organisms? [X] NO [ ] YES
c. Have you ever had the property inspected for termites, dry rot, pests or wood destroying organisms? [ ] NO [X] YES If "Yes", Date of Inspection: About 5 years ago
d. Has the property been treated for termites, dry rot, pests or wood destroying organisms? [ ] NO [X] YES If "Yes", please indicate Date of Treatment Approx 5-6 years ago Type of Treatment Tenting Company Name: Dead bug Edwards
e. Is your property currently under warranty or other coverage by a licensed pest control company? [X] NO [ ] YES If "Yes", Company Name: If any of your answers in this section are "Yes", please explain: We may have copies of the above

6. PERMITS:

- a. Are you aware of any improvements, modifications or additions to the property, whether by you or by others, that have been constructed in violation of applicable building codes or without necessary permits? [X] NO [ ] YES
b. Are you aware of any open permits, (i.e., active or expired permits) on the property which have not been closed by a final inspection? [X] NO [ ] YES
If any of your answers in this section are "Yes", please explain: We have many permits to the property and all have been closed, copies available.

7. ROOF-RELATED ITEMS:

- a. Approximate age of roof: 2 years
b. Have you replaced the roof? [ ] NO [X] YES If "Yes", when?: 2021
c. Is there a warranty on the roof? [ ] NO [X] YES If "Yes" is the warranty transferable? [ ] NO [ ] YES Name of Company:
d. Has the roof ever leaked since you've owned the property? [ ] NO [X] YES If "Yes", what has been done to correct the leaks? Replaced the roof Date of repair(s):
e. Has the roof been inspected within the last 12 months? [ ] NO [X] YES If "Yes", please explain:

8. PLUMBING-RELATED ITEMS:

- a. What is your drinking water source? [X] Public [ ] Private Well [ ] Other
b. If your drinking water is from a well or other source, when was your water last checked for safety and what were the results of the tests?
c. What is the water source for your sprinkler system? Well installed 2014
d. Do you have a water conditioning system? [X] NO [ ] YES If "Yes" is it [ ] LEASED? or [ ] OWNED?
e. What is the type of sewage system? [X] Public Sewer [ ] Private Sewer [ ] Septic Tank [ ] Cesspool When was the septic tank/cesspool last serviced?
f. Are any storage tanks stored or buried on the property? [X] NO [ ] YES If "Yes", where?

g. Do you know of any leaks, backups, breaks, or other problems relating to any of the plumbing, water, sewage/septic system or sprinkler system?  NO  YES If "Yes", please explain: \_\_\_\_\_

9. ELECTRICAL SYSTEMS:

- a. Does Property have: Circuit breakers?  NO  YES Fuses?  NO  YES
b. Are you aware of any damaged, dangerous, malfunctioning or un-permitted switches, receptacles, circuits, fans, lights, fuses or wiring?  NO  YES
c. Are you aware of any conditions that materially affect the value or operating capacity of the electrical system?  NO  YES If any of your answers to the section are "Yes", please explain: \_\_\_\_\_

10. POOL/HOT TUBS/SPAS:

- a. Does the property have a swimming pool?  NO  YES Hot Tub?  NO  YES Spa?  NO  YES
If "Yes", was the certificate of completion received after October 1, 2000 for the pool/hot tub/spa?  NO  YES
b. Are there any problems in need of repair to the pool, pool lines, pool-related equipment, hot tub, and/or spa?  NO  YES
c. Are there any electrical problems with the pool, pool related equipment, hot tub and/or spa?  NO  YES
d. Do the following Pool Safety features (as defined by Chapter 515, Florida Statutes.) comply with the law: Enclosure meeting barrier requirements?  NO  YES Approved Safety Pool Cover?  NO  YES
Required door and window exit alarms?  NO  YES Required door/gate locks?  NO  YES If any of your answers in this section are "No", please explain: No leaks to the pool, 8-10 years ago was rediamond brute.

11. MAJOR APPLIANCES AND EQUIPMENT:

- a. Are there existing problems with the appliances and/or equipment in the home, including the sprinkler system and security system?  NO  YES If "Yes", please explain: Washing machine broke and we are replacing
b. Are there service contracts or warranties on appliances and/or equipment?  NO  YES If "Yes", please explain:
Are any of these gas appliances?  NO  YES Lawn Sprinkler System?  NO  YES Is there a timer?  NO  YES
Garage door openers?  NO  YES Hurricane Shutters?  NO  YES
Other items included in this sale: \_\_\_\_\_

12. HEATING AND AIR CONDITIONING:

- a. Is the air conditioning  Central? or  Window? Number of units? 1 5ton
b. How old is the air conditioner? 6 years approximate
c. Are you aware of any defects and/or any malfunctioning, circulation, electrical, cooling, leakage, overheating, or condensation problems pertaining to the air conditioning/heating since you have owned the property?  NO  YES
If "Yes", please explain: Just serviced and cleaned, fan motor replaced 6 months ago

13. DOCKS/DAVITS/PIERS AND SEAWALLS:

- a. Are you aware of any conditions that may affect the desirability, use or function of the dock, davits or pier or seawall?  NO  YES If "Yes", please explain:
b. Was a federal, state or local government permit required for the construction or maintenance of the dock, davits, pier, or seawall?  NO  YES  UNKNOWN If "Yes", were all appropriate permits and approvals issued for the construction and maintenance of such structures?  NO  YES  UNKNOWN If "No", please explain: \_\_\_\_\_

14. MOLD AND TOXIC SUBSTANCES:

- a. Are you aware of any past or present instances of mold or water/moisture intrusion in the structure(s) on the property?  NO  YES If "Yes", please explain:
b. Are you aware of any past or present damage to the structure(s) on the property that resulted from water/moisture intrusion, including, but not limited to, the presence of mold?  NO  YES If "yes", please explain: \_\_\_\_\_

c. Are you aware of any underground tanks or toxic substances present on the property (structure or spill) such as asbestos, PCB's, accumulated radon, lead paint, chinese/defective drywall, above ground or buried oil or gas tanks, or others?

NO  YES

If "Yes", please explain: \_\_\_\_\_

d. Are you aware of any repairs or other corrective or remedial procedures that were undertaken as a result of the matters identified in this section?  NO  YES If "Yes", please explain: \_\_\_\_\_

15. NEIGHBORHOOD/ENVIRONMENT:

a. Are you aware of any existing condition or proposed change in your neighborhood that could adversely affect the value or desirability of the property, such as noise or other nuisances, electric or magnetic field levels, threat of condemnation or street changes, proposed developments or roadways, or blasting?  NO  YES If "Yes", please explain: \_\_\_\_\_

b. Are you aware of wetlands, mangroves, archeological sites, historical preservation property, or other environmentally sensitive matters on, or affecting the property?  NO  YES If "Yes", please explain: \_\_\_\_\_

16. OTHER MATTERS:

a. Are there any other matters affecting or which may affect the value of the property?  NO  YES If "Yes", please explain: \_\_\_\_\_

ACKNOWLEDGEMENT OF OWNER

The undersigned Owner represents that the information set forth in the above disclosure statement is accurate and completed to the best of the Owner's knowledge on the date signed below. Owner does not intend for this disclosure statement to be a warranty or a guarantee of any kind. Owner hereby authorizes disclosure of the information contained in this disclosure statement to prospective Buyer/Tenant of the property. Owner understands and agrees that Owner will notify the Buyer/Tenant in writing within five (5) business days after Owner 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/Tenant.

Owner: JAMIE DANGERFIELD / JAMIE DANGERFIELD Date: 11/20/2023  
(signature) (print name)

Owner: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print name)

INSTRUCTIONS TO THE BUYER/TENANT: Buyer/Tenant is encouraged to thoroughly inspect the property personally and/or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Owner answers "NO" to any of the pervious questions listed above, Owner does not necessarily mean that the matter in question does not exist on the property. "NO" may mean that the Owner is unaware that the matter in question exists on the property.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER/TENANT: Owner is using this form to disclose Owner's knowledge of the condition of the property and improvements located on the property as of the date signed by Owner. This disclosure form is not a warranty of any kind. The information contained in the disclosure is limited to information which the Owner has knowledge. It is not intended to be a substitute for any inspection or professional advice the Buyer/Tenant 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/Tenant understands these representations are not made by any real estate licensee. Buyer/Tenant hereby acknowledges having received a copy of this disclosure statement.

Buyer/Tenant: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print name)

Buyer/Tenant: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print name)



**ANTI-FRAUD DISCLOSURE TO CONSUMERS STATEMENT**

We provide you with this disclosure to alert you to the serious worldwide threat of fraud in electronic communications involving real estate transactions.

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While Esslinger Wooten Maxwell, Inc., dba Berkshire Hathaway HomeServices EWM Realty ("EWM") has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

By this Disclosure, EWM is providing you with information on what to do if you receive instructions to transfer funds regarding your real estate transaction. Electronic communication from EWM regarding the transfer of funds will be in a secured format and must be verified verbally prior to initiating any transfer. **YOU SHOULD NEVER TRANSFER FUNDS BASED ON EMAIL WIRE INSTRUCTIONS WITHOUT VERIFYING THE INSTRUCTIONS AS SPECIFIED BELOW.**

If you receive an electronic communication providing wire instructions for the transfer of funds, even if that communication appears to be from EWM, Florida Title & Guarantee Agency (FTGA), or your Real Estate Associate, **DO NOT RESPOND OR TAKE ACTION UNLESS YOU HAVE VERIFIED THE INFORMATION, AS FOLLOWS:**

- To verify instructions related to wiring funds to EWM, call your Real Estate Associate or EWM at 305-960-2500.
- To verify instructions related to wiring funds to Florida Title & Guarantee Agency, call 305-339-9557.
- To verify instructions related to wiring funds to any other title company or closing agent, call the company or agent using a phone number you look up yourself, not a phone number in the email.

**ACKNOWLEDGMENT:** I/we have read this Anti-Fraud Disclosure to Consumers Statement and understand that if I/we receive any electronic communication appearing to come from EWM, Florida Title & Guarantee Agency or a Real Estate Associate with instructions to transfer funds, I will verify the validity of the information before following the instructions, taking action to transfer funds and/or disclosing personal financial information.

Signature	(Date)	JAMIE DANGERFIELD	11/20/2023
Print Name		JAMIE DANGERFIELD	
Signature	(Date)	Signature	(Date)
Print Name		Print Name	



## WHAT YOU NEED TO KNOW...

You are going to be involved in a real estate transaction where money is changing hands, **you are a potential target for cyber-criminals.** These sophisticated criminals could:

- Try to hack into your email account or the email account of other persons involved in your transaction (impersonating your agent, your attorney or your closing agent) and direct you to send a wire or an electronic payment to the hacker's account.
- Hackers can even send you emails that appear to be from your agent, your closer or another trusted source!

**!** Esslinger Wooten Maxwell, Inc., dba Berkshire Hathaway HomeServices EWM Realty AND OUR FAMILY OF SERVICES WILL NEVER ASK YOU TO WIRE MONEY FOR A TRANSACTION WITHOUT SPEAKING TO YOU FIRST, EVER!

If you receive wiring instructions, even if it appears to be legitimate, **do not send money to that account.** Always make a phone call to verify such instructions.

Closing with another company? Always contact the closing agent or Realtor® directly before wiring any money. To ensure proper party made the request:

- Do not use a phone number or other contact information from an email.
- Use a business number from another source (such as the company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.

I acknowledge and understand the above information:

JAMIE DANGERFIELD                      11/20/2023

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Buyer/Seller    Date

\_\_\_\_\_

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Buyer/Seller    Date


HSOA-00018464

# Certificate of Authenticity

## Session Information

Signing Session ID:	61b74a3a-73db-4cfb-9572-68481295c400	Status:	Completed
Transaction Name:	Dangerfield	Created On:	11/18/2023 12:30:13 PM EST
Session Title:	DISCLOSURES...	Last Modified:	11/20/2023 7:34:07 PM EST
Documents:	5	Owner:	Rodd Sheradsky
Signers:	1	Company:	BHHS EWM Realty

## Signer Information

Signature Events	Signature	Timestamp
JAMIE DANGERFIELD		Sent: 11/18/2023 12:50:06 PM EST
captain.Jamie.dangerfield@gmail.com		Viewed: 11/20/2023 6:51:24 PM EST
Signer Security: Email	IP Address: 73.46.158.189	Disclosure: 11/20/2023 6:51:24 PM EST
	ID: f1ceadfe-7047-459c-b4c1-c8f1360b8710	Signed: 11/20/2023 7:33:32 PM EST

## Session Documents

Document	Signatures	Initials	Dates	FormFields	DropDown	Checkbox	RadioButton
04aOwnersPropertyDisclosureStatement111509.pdf	1	0	1	0	0	0	0
AffiliatedBusinessDisclosure.pdf	1	0	1	0	0	0	0
AntiFraudDisclosureToConsumersStatement.pdf	2	0	2	0	0	0	0
ComplyingWiththeLeadbasedPaintLawLicenseeNoticetoSellerLandlord.pdf	1	3	1	0	0	0	0
PropertyAssesedCleanEnergyPaceLienDisclosure.pdf	1	0	1	0	0	0	0

## Session Activity

Timestamp	IP Address	Activity
11/20/2023 7:34:07 PM EST	73.46.158.189	Session completed and closed by Rodd Sheradsky
11/20/2023 7:33:32 PM EST	73.46.158.189	Signing Completed by JAMIE DANGERFIELD (captain.Jamie.dangerfield@gmail.com)
11/20/2023 7:32:09 PM EST	73.46.158.189	Signing session viewed by JAMIE DANGERFIELD (captain.Jamie.dangerfield@gmail.com)
11/20/2023 6:51:24 PM EST	73.46.158.189	Signature created and disclosure approved by JAMIE DANGERFIELD (captain.Jamie.dangerfield@gmail.com)
11/18/2023 12:50:06 PM EST	12.229.134.162	Invitation sent to JAMIE DANGERFIELD(captain.Jamie.dangerfield@gmail.com) by Rodd Sheradsky
11/18/2023 12:50:06 PM EST	12.229.134.162	Document AffiliatedBusinessDisclosure.pdf has been marked up by Rodd Sheradsky
11/18/2023 12:50:05 PM EST	12.229.134.162	Document 04aOwnersPropertyDisclosureStatement111509.pdf has been marked up by Rodd Sheradsky
11/18/2023 12:50:05 PM EST	12.229.134.162	eSignature Session Created by Rodd Sheradsky

## Disclosure

### Consumer Disclosure



Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically through the eSignature electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.

### **Electronic distribution of documents and contracts**

BHHS EWM Realty (We, us, or the Company) acknowledges your agreement to receive required documents, contracts, notices, disclosures, authorizations, and other documents electronically through the eSignature electronic signature system. We appreciate and thank you for doing your part to go paperless and save our environment. Through the eSignature electronic signature system, we are able to save time and process a transaction faster. We do not have to print and mail paper copies, wait for signatures that could take days or weeks, and there are no delays associated with waiting for you to mail it back to us. Unless you tell us otherwise in accordance with the procedures described herein this disclosure, we will provide documents through this electronic method during the course of our relationship with you. If you do not agree with this process and method, please let us know as described below.

BHHS EWM Realty outsources personal information to a third party processing and storage service provider which is located in the USA. The Buyer and Seller hereby acknowledge that personal information processed and stored by a US third party service provider is subject to the laws of that country and that information may be made available to the US government or its agencies under a lawful order made in that country.

### **Paper copies**

During the signing process on eSignature, you will have the opportunity to download and print your copies of the documents before and after signing. At any time, you may contact us to obtain paper copies of documents that have been provided to you electronically. To request paper copies, you must send an email to [Rodd@RoddRealtor.com](mailto:Rodd@RoddRealtor.com) and in the body of the email state your full name, address, telephone number, and the name of the document or transaction that you would like a paper copy for. If any fees apply, we will notify you.

### **Withdrawing your consent to sign electronically**

Once you have decided and agreed to the following disclosure to sign documents electronically, you may at any time thereafter decide to withdraw your consent and receive required documents only in paper format. There are several ways to inform us that you no longer wish to receive documents and sign electronically:

- a) During the electronic signing process, you may elect to 'decline' and indicate your reasons for declining and withdrawing your consent.
- b) Send an email to [Rodd@RoddRealtor.com](mailto:Rodd@RoddRealtor.com) and in the body of the email indicate your full name, address, telephone number and that you no longer wish to sign electronically and instead would like to receive paper copies

Please be aware that withdrawing your consent to sign electronically may result in delays and/or more time to complete a transaction. We will then have to print and mail paper copies to you, wait for you to receive and sign documents, then wait for you to mail it back and follow the same procedure with other parties to the transaction.

### **How to contact BHHS EWM Realty**

At any time, you may contact us to change your email and contact information, request paper copies, or to indicate your change in consent to sign electronically hereafter.

Contact Name : Rodd Sheradsky  
Email Address : [Rodd@RoddRealtor.com](mailto:Rodd@RoddRealtor.com)  
Phone Number :

### **Hardware and Software Requirements**

The following are minimum hardware and software requirements to use the eSignature electronic signature system.

Operating Systems: Windows® 10, Windows® 8, Windows® 7, Windows Vista®, Mac OS® X 10.6 and higher.  
Browsers: Google Chrome® 36 and higher, Internet Explorer® 9.0 and higher, Mozilla Firefox® 31.0 and higher, Safari® 5.1.7 and higher.  
Screen Resolution: 800 x 600 minimum  
Security Settings: Allow per session cookies  
PDF Reader: Acrobat® or similar software to view and print PDF files

### **Your Acknowledgment and Consent to use electronic signatures**

To confirm to us that you can access this information electronically, which will be similar to other electronic documents that we will provide to you, please verify that you were able to read this electronic consumer disclosure and that you also were able to print on paper or electronically save this page for your future reference and access. Further, you consent to receiving notices and disclosures in electronic format on the terms and conditions described herein this consumer disclosure, please let us know by checking the 'I agree with the above Consumer Disclosure' box below.

By checking the 'I agree with the above Consumer Disclosure' box, I confirm that I can access and read this electronic consumer disclosure to consent to receipt of electronic documents, I can print on paper if I so choose, the disclosure and/or save to a place where I can print it for future reference and access, and until I notify BHHS EWM Realty otherwise, I consent to receive from BHHS EWM Realty electronic documents that are required to be provided or made available to me by BHHS EWM Realty during the course of my relationship with BHHS EWM Realty.



## Complying With the Lead-based Paint Law: Licensee Notice to Seller/Landlord

I am notifying you of your responsibilities under the Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations. As the owner of a residential dwelling unit built in 1977 or earlier, you have the following disclosure and other requirements (for purposes of this document, "LBP" will mean lead-based paint and "LBPH" will mean lead-based paint hazards, which are conditions that cause exposure to lead from lead-contaminated dust, soil or paint that is deteriorated or present in accessible surfaces or surfaces that rub together, like doors and windows):

**1. Before You Sign a Contract/Lease.** Before a buyer or tenant becomes obligated by contract to buy or lease your housing, you must complete the activities listed in A-D below. If you receive an offer before you provide the required information, you cannot accept the offer until after the information is given. This may be accomplished by making a counter offer that allows the buyer or tenant an opportunity to review the information and amend the offer if he or she so chooses. You must:

**A. Disclose** to each licensee or other agent (for purposes of this law, anyone who enters into a contract with you or your representative for the purpose of selling your home, except for buyer's agents who are paid solely by the buyer and not by you or your representative, is considered an "agent") involved in the transaction:

- (1) the presence of any LBP/LBPH about which you know;
- (2) any additional information available concerning the LBP/LBPH, including the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces; and
- (3) the existence of any available records or reports pertaining to LBP/LBPH.

**B. Provide** the buyer or tenant with:

- (1) an EPA-approved lead hazard information pamphlet. This means either the EPA document entitled "Protect Your Family From Lead in Your Home" or an equivalent pamphlet approved by the EPA for use in Florida; and
- (2) any records or reports available to you concerning LBP/LBPH in the unit, including records and reports regarding any common areas. If the unit is in multifamily housing that you own and you had an evaluation or reduction of LBP/LBPH in the housing as a whole, you must provide available records and reports regarding other residential dwellings in that housing.

**C. Disclose** to the buyer or tenant:

- (1) the presence of any known LBP/LBPH in the unit; and
- (2) any additional information available concerning the LBP/LBPH, such as the basis for determining that LBP/LBPH exists, the location of the LBP/LBPH and the condition of the painted surfaces.

**D. Allow** the buyer time to conduct a risk assessment or inspection for the presence of LBP/LBPH. You must give the buyer a 10 day period unless you agree with the buyer, in writing, to another period of time (such as within the time allowed for property inspections) or unless the buyer indicates in writing that he or she waives the right to conduct the risk assessment or inspection. This inspection requirement does not apply to tenants.

**2. Sales Contract Requirements.** You must ensure that the sales contract has an attachment having the following elements:

**A.** The following Lead 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."

**B.** A statement by you disclosing the presence of known LBP/LBPH in the home and any additional information available concerning the LBP/LBPH, such as the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH in the home.

**C.** A list of any records or reports described in 1.B.(2) that are available to you and that you have provided to the buyer; OR a statement that no such records or reports are available to you.

**D.** A statement by the buyer:

- (1) affirming receipt of the information in 2.B and C above;
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above; and
- (3) that he or she has either had the opportunity to conduct the risk assessment or inspection required as noted in 1. D. above or waived the opportunity.

**E.** A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

**F.** Signatures of you, the licensees/agents and the buyers certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

Seller JD (\_\_\_\_) or Landlord JD (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2 Pages.

**3. Lease Requirements.** As the owner of property being rented, you must ensure that every lease for the unit contains language within the lease itself or as an attachment having the following elements:

**A.** The following Lead Warning Statement: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

**B.** A statement by you disclosing the presence of known LBP/LBPH in the unit being leased and any additional information available concerning the LBP/LBPH, including the basis for determining that it exists, its location and the condition of the painted surfaces; OR indicating that you have no knowledge of the presence of LBP/LBPH.

**C.** A list of any records or reports described in 1.B.(2) above that you have provided to the tenant, OR a statement that no such records or reports are available to you.

**D.** A statement by the tenant:

- (1) affirming receipt of the information paragraph 3.B. and C. above; and
- (2) affirming receipt of the lead hazard information pamphlet noted in 1.B.(1) above.

**E.** A statement by each real estate licensee/agent involved in the transaction that:

- (1) the licensee/agent has informed you of your legal obligations; and
- (2) the licensee/agent is aware of his or her duty to ensure compliance with the law.

**F.** Signatures of you, the licensees/agents and the tenants certifying to the accuracy of their statements to the best of their knowledge, and the dates of the signatures.

**4. Record Retention Requirements.** Sellers and the licensees/agents involved in the sales transaction must keep a copy of the completed attachment described in paragraph 2 above for no less than 3 years from the date of closing. Landlords and the licensees/agents involved in the lease transaction must keep a copy of the completed attachment or lease form described in paragraph 3 above for no less than 3 years from the first day of the leasing period.

**5. Impact of Law and Disclosures.** Nothing in the law or regulations requires a seller or landlord to conduct any evaluation or reduction activities. However, the parties may voluntarily insert such a requirement in the contract. Neither you nor the licensees involved in the sale or lease transaction will be responsible for the failure of a buyer's or tenant's legal representative (such as an attorney or broker who receives all compensation from the buyer or tenant) to transmit disclosure materials to the buyer or tenant, provided that all required persons have completed and signed the necessary certification and acknowledgement language described under paragraphs 2 and 3 above.

This information sheet was provided by Rodd Sheradsky  
(licensee) to seller or landlord on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Seller/Landlord** makes the following disclosure to licensee:

**(1) Lead-based paint and lead-based paint hazards in the housing:** (check one)

- (a) Seller/Landlord has no knowledge of LBP/LBPH in the housing.
- (b) Seller/Landlord knows of the following LBP/LBPH in the housing (describe all known additional information):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**(2) Available Records and Reports:** (check one)

- (a) Seller/Landlord has no records or reports regarding LBP/LBPH in the housing.
- (b) Seller/Landlord has available the following documents regarding LBP/LBPH in the housing: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

JAMIE DANGERFIELD                      11/20/2023

**Seller/Landlord**                      **Date**                      **Seller/Landlord**                      **Date**

Seller (JD) (\_\_\_\_\_) or Landlord (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 2 Pages.



**Property Assessed Clean Energy (PACE) Lien Disclosure**

Re: 1708 SW 11 ST, FORT LAUDERDALE, FL 33312 ("Property").  
(Print Property Address)

A PACE loan (made to finance qualifying improvements to residential and commercial property relating to energy efficiency, renewable energy or wind resistance) is repaid through the property owner's real estate tax bill as a non-ad valorem assessment. The lien of the PACE loan is a priority lien, which typically has automatic first lien priority over previously and subsequently recorded mortgages on the Property. Sellers MUST disclose the existence of a PACE lien prior to the execution of a Contract for Sale and Purchase of a Property. While property taxes are legally transferrable when a sale or refinance occurs, most mortgage lenders require a full payoff of the PACE lien at the time of closing of a sale of the Property.

Therefore, at or before the time a Buyer executes a contract for the sale and purchase of any property for which a non-ad valorem assessment is levied and has an unpaid balance due under section 163.08, Florida Statutes, the Seller shall give the prospective Buyer a written disclosure statement in the following form:

**Qualifying Improvements for energy efficiency,  
renewable energy, or wind resistance.**

The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the county property appraiser's office to learn more about this and other assessments that may be provided by law.

\_\_\_\_\_ Initials I (We)/Seller(s) attest that I (We) have not applied for, nor is the Property subject to, a PACE home improvement lien.

\_\_\_\_\_ Initials I (We)/Sellers attest and disclose that there is a PACE lien on the Property. I (We) shall provide all necessary documentation and cooperate with Buyer(s), the closing agent and/or title insurer in order to pay-off and ultimately satisfy such lien at or following the closing transaction for the Property.

JAMIE DANGERFIELD

\_\_\_\_\_  
**Seller**

Date: 11/20/2023

\_\_\_\_\_  
**Seller**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Buyer**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Buyer**

Date: \_\_\_\_\_