

# Buyer Info Packet

3500 S Atlantic Ave. #102

<i>Condo SPD</i> .....	<i>2</i>
<i>Flood Disclosure (FD-2)</i> .....	<i>6</i>
<i>Condo Rider</i> .....	<i>7</i>
<i>HOA Info Sheet</i> .....	<i>11</i>
<i>Features Sheet</i> .....	<i>13</i>
<i>PPI</i> .....	<i>14</i>
<i>FAQ</i> .....	<i>15</i>
<i>Floor Plan</i> .....	<i>16</i>



Seller's Property Disclosure - Condominium

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

Notice to Seller: Florida law 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.

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.

Florida law entitles a prospective buyer, who has entered into a contract for the purchase of a condominium unit with a seller who is not a developer, at Seller's expense, to a current copy of the declaration of condominium, articles of incorporation of the association, bylaws and rules of the association, the most recent annual financial statement and annual budget and the "Frequently Asked Questions and Answers" document, if buyer requests these in writing.

Except for information provided in paragraph 6, 7, 8 and 9, the following information is only about the individual Unit specified below and not about any limited common element, any common element or the condominium association ("Association").

Seller makes the following disclosure regarding the property described as: 3500 S Atlantic Ave 102 Cocoa Beach FL 32931 (the "Unit").

The Unit is [ ] owner occupied [ ] tenant occupied [ ] unoccupied (if unoccupied, how long has it been since Seller occupied the unit?)

Table with 4 columns: Question, Yes, No, Don't Know. Row 1: Structures; Systems; Appliances. Rows 2-10: (a) Is the roof a common element... (b) To your knowledge, is roof of Unit structurally sound... (c) Are other structures... (d) Has any additional structural reinforcement... (e) Are heating and cooling systems... (f) To your knowledge, are heating and cooling systems... (g) Are existing major appliances... (h) Are any of the appliances leased? (i) If the answer to questions 1(b), 1(c), 1(f), 1(g) is no, or if 1(d) is yes, please

1 Johnson v. Davis, 480 So.2d 625 (Fla. 1985). 2 Section 718.503(2), Florida Statutes.

Seller (Bob) and Buyer acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

explain: \_\_\_\_\_

**2. Termites; Other Wood Destroying Organisms; Pests**

- (a) Are termites; other wood-destroying organisms, including fungi; or pests present in the Unit or has the Unit had any structural damage by them?  Yes  No  Don't Know
- (b) Has the Unit been treated for termites; other wood-destroying organisms, including fungi; or pests?  Yes  No  Don't Know
- (c) If any answer to questions 2(a)-2(b) is yes, please explain: \_\_\_\_\_

**3. Water Intrusion; Plumbing; Flood Insurance**

- (a) Has past or present water intrusion or flooding affected the Unit?  Yes  No  Don't Know
- (b) Are polybutylene pipes present in the Unit?  Yes  No  Don't Know
- (c) Have past or present plumbing leaks or backups affected the Unit?  Yes  No  Don't Know
- (d) Have there been any leaks or water intrusion from units above or adjacent to your Unit or leaks or water intrusion from your Unit to units below or adjacent to it?  Yes  No  Don't Know
- (e) Does your lender require flood insurance?  Yes  No  Don't Know
- (f) If any answer to questions 3(a)-3(d) is yes, please explain: \_\_\_\_\_

unit above 202 had AC leak

**4. Fire Protection; Improvements; Alterations**

- (a) Does the Unit have sprinklers for fire protection?  Yes  No  Don't Know  
If no, has the Association voted to forego retrofitting each unit with a fire sprinkler system?  Yes  No  Don't Know
- (b) Have any improvements or alterations to the Unit, whether by you or by others, been made without obtaining required Association approval?  Yes  No  Don't Know
- (c) Have any improvements or alterations to the Unit, whether by you or by others, been made in violation of building codes or zoning restrictions or without necessary permits?  Yes  No  Don't Know
- (d) Are any improvements located below the base flood elevation?  Yes  No  Don't Know
- (e) Have any improvements been constructed in violation of applicable local flood guidelines?  Yes  No  Don't Know
- (f) Are there any open permits on the Unit that have not been closed by a final inspection?  Yes  No  Don't Know
- (g) If any answer to questions 4(b)-4(f) is yes, please explain: \_\_\_\_\_

**5. Hazardous Substances**

- (a) Was the Property built before 1978?  Yes  No  Don't Know  
If yes, please see Lead-Based Paint Disclosure.
- (b) Does anything exist in the Unit that may be considered a hazardous substance, including, but not limited to, lead-based paint; asbestos; mold; radon gas; urea formaldehyde; methamphetamine contamination; or defective drywall?  Yes  No  Don't Know
- (c) Has there been any damage, clean up or repair to the Unit due to any of the substances or materials listed in subparagraph (b) above?  Yes  No  Don't Know  
If any answer to questions 5(b)-5(c) is yes, please explain: \_\_\_\_\_

**6. Limited Common Elements**

- (a) Are there any amenities outside the Unit, such as designated parking space(s), storage closet(s), boat slip(s), cabana(s), garage(s), carport(s), etc. that are for your exclusive use?  Yes  No  Don't Know  
If yes, please identify the amenity and whether a separate deed or other legal document grants the exclusive right to use: 2 parking spaces in common area garage.

Seller POW (\_\_\_\_) and Buyer (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

- |  | <u>Yes</u>                          | <u>No</u>                           | <u>Don't Know</u>        |
|--|-------------------------------------|-------------------------------------|--------------------------|
| <b>7. The Association</b>  |                                     |                                     |                          |
| (a) Is there any proposed change to the Association's governing documents?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Is there any proposed plan to materially alter the common elements?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Is there any existing or threatened legal action by or against the Association?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Has the Association ever been, or is it currently, involved in litigation or a claim over construction defects or defective building products? | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (e) To your knowledge, is there any discussion of a conversion of the Condominium to something else?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex?                                      | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Has an increase in fees or assessments been approved but not yet implemented?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Is any portion of the Association's property located in a special flood hazard area?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (i) Is any portion of the Association's property located seaward of the coastal construction control line?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property?                             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (k) Has there been any structural damage to any portion of the Association's Property?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (l) Has any additional structural reinforcement been added to any portion of the Associations' property?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (m) Are there any rental restrictions by the Association?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (n) Are there any pet restrictions by the Association?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (o) If any answer to questions 7(a)-7(n) is yes, please explain: <u>no rentals</u><br><u>2 pets (cats or dogs) 30 pd max</u>                       |                                     |                                     |                          |

**8. Milestone Inspection & Structural Integrity Reserve Study (F.S. 553.899)**

- |   |                                     |                                     |                          |
|---|-------------------------------------|-------------------------------------|--------------------------|
| (a) Has anything appeared in the Association Agendas and or the Minutes regarding Milestone Inspection & Structural Integrity Reserve Study for your complex? <u>no</u>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Has the Association budgeted for the cost of hiring an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study? _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (c) Has the Association hired an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study yet? _____<br>If yes, what is the expected completion date for them? _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (d) Has the Association passed or discussed raising fees or doing a Special Assessment to pay for costs associated with complying with the Milestone Inspection and/or Structural Integrity Reserve Study? _____<br>If yes, explain _____ | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

(Note: Further information may be disclosed by using the Milestone Inspection and Structural Integrity Reserve Study Disclosure)

**9. Foreign Investment in Real Property Tax Act ("FIRPTA")**

- |   |                          |                                     |                          |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?<br>If yes, Buyer and Seller should seek legal and tax advice regarding compliance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|

**10.  (If checked) Other Matters; Additional Comments:** The attached addendum contains additional information, explanations or comments.

Seller PAV (\_\_\_\_) and Buyer (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

**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: Rockie Harshbarger / Rockie Harshbarger Date: 6.23.25  
(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)

2012 - Balcony Failure east side of building.  
Complete structural Re construction.  
GOOD AS NEW.

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

**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, Rockie G. Harshbarger, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 3500 S Atlantic Ave. # 102 Cocoa Beach, FL 32931

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: 

Date: January 3, 2026

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 Rockie G. Harshbarger (SELLER) and \_\_\_\_\_ (BUYER) concerning the Property described as 3500 S Atlantic Ave 102 Cocoa Beach FL 32931

Buyer's Initials \_\_\_\_\_ Seller's Initials RMH

## A. CONDOMINIUM RIDER

### 1. ASSOCIATION APPROVAL:

The Association's approval of Buyer (CHECK ONE):  is  is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than \_\_\_\_\_ (if left blank, then 5) days prior to Closing. Within \_\_\_\_\_ (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

### 2. RIGHT OF FIRST REFUSAL:

- (a) The Association (CHECK ONE):  has  does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Association (CHECK ONE):  have  do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
- (c) Buyer and Seller shall, within \_\_\_\_\_ (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
- (d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

### 3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

(a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are

\$ 1200 payable (CHECK ONE):  monthly  quarterly  semi-annually  annually

and if more than one Association assessment \$ \_\_\_\_\_ payable (CHECK ONE):  monthly  quarterly  semi-annually  annually

and the current rent on recreation areas, if any,  is \$ \_\_\_\_\_, payable (CHECK ONE):  monthly  quarterly  semi-annually  annually

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

(b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing

**A. CONDOMINIUM RIDER (CONTINUED)**

Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

**If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.**

**(c) Special Assessments and Prorations:**

(i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: \_\_\_\_\_

(ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**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.**

(iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

(iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, (v) which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

(v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

(vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

(d) **Litigation:** Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: \_\_\_\_\_

**4. SPRINKLER SYSTEM RETROFIT:**

If, pursuant to Sections 718.112(2)(n), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

**5. NON-DEVELOPER DISCLOSURE:**

**(CHECK ONE):**

(a) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.**

(b) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND**

### A. CONDOMINIUM RIDER (CONTINUED)

**LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

**6. BUYER'S REQUEST FOR DOCUMENTS:**

Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5 above, as well as the governance form described in Section 718.503(2)(b). Buyer (**CHECK ONE**):  requests  does not request (if left blank, then "requests") a current copy of the documents specified in Paragraph 5 above along with the governance form. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.

**7. BUYER'S RECEIPT OF DOCUMENTS:**

(**COMPLETE AND CHECK ONLY IF CORRECT**)  Buyer received the documents described in Paragraph 5, above, on \_\_\_\_\_.

**8. COMMON ELEMENTS; PARKING:**

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # 2 Garage # 102 Other: \_\_\_\_\_

**9. INSPECTIONS AND REPAIRS:**

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

**10. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:**

(a) **MILESTONE INSPECTION:** The Association (check only one option):

(i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.

(b) **TURNOVER INSPECTION REPORT:** The Association (check only one option):

(i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or

(iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

(c) **STRUCTURAL INTEGRITY RESERVE STUDY:** The Association (check only one option):

(i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(28) and 718.112(2)(g), F.S. (SEE PARAGRAPH 10(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S.; or

**A. CONDOMINIUM RIDER (CONTINUED)**

(iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

- (d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 10(a)(i), above, is checked), or a turnover inspection report (Paragraph 10(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 10(c)(i), above, is checked):

(i) **THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.**

(ii) **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(28) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

- 11. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.** If applicable, pursuant to Section 718.407, F.S., the following disclosure is provided for condominiums created within a portion of a building or within a multiple parcel building:

**DISCLOSURE SUMMARY**

**THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.**

**BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:**

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.**
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.**
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.**



NEW LISTING SUBMISSION FORM

Listing Information

Address: <b>3500 S Atlantic Ave # 102</b>		Property Type: <b>CONDO</b>	Preferred Date to List:
Source: <b>SOI</b>	ELB: Yes No	Preferred ELB Location:	
For Sale Sign: Yes <input checked="" type="radio"/> No	Type of Sign   Specifies:		
Gate Code: <b>*9500</b>	Lobby Code: <b>*9500</b>	Front Door Code: <b>1-231 333 2222</b>	Agent has the key: Yes <input checked="" type="radio"/> No
Lobby Key or Fob: <input checked="" type="radio"/> Yes No	Mailbox Key: <input checked="" type="radio"/> Yes No	Storage Unit Key: Yes No	Amenity Keys: Yes No

Seller Information

Seller 1 Name: <b>Rockie G. Harshbarger</b>		Seller 2 Name:	
Doctor: Yes <input checked="" type="radio"/> No	Main Contact: <input checked="" type="radio"/> Yes No	Doctor: Yes No	Main Contact: Yes No
Mobile: <b>1-817-845-9116</b>		Mobile:	
Email: <b>RockHarshBarger@gmail.com</b>		Email:	
Name on Title (if different than contact info):		Seller Married: Yes No	

Property Information

Bedrooms: <b>3</b>	Split Bedrooms: <input checked="" type="radio"/> Yes No	Year Built: <b>2007</b>	Sq Ft: <b>2540</b>
Bathrooms (Full): <b>3</b>	Bathrooms (Half): <b>1</b>	Community Pool: <input checked="" type="radio"/> Yes No	Private Pool: Yes <input checked="" type="radio"/> No
Garage Spaces & Parking Description: <b>2 common area garage</b>	Occupied: Yes <input checked="" type="radio"/> No	Furnishings Included: Yes <input checked="" type="radio"/> No	Do Sellers Live in Town: <input checked="" type="radio"/> Yes No
Waterfront Type: <b>barona river</b>	Occupied for the length of sale: Yes <input checked="" type="radio"/> No	If No, Explain:	Pets on Property: Yes <input checked="" type="radio"/> No

Staging & Photos

Stagers Required: Yes <input checked="" type="radio"/> No	Date Ready for Photography: <b>6-27-2025</b>	Virtual Staging: <input checked="" type="radio"/> Yes No
Date Ready for Stagers:	Photo Package: <input type="checkbox"/> Standard (ask Emily about standard package for pricepoint) <input type="checkbox"/> Add Lot Lines <input type="checkbox"/> Add Amenities Photos <input type="checkbox"/> Add Digital Twilight Photos <input type="checkbox"/> Add Actual Twilight Photos	Rooms to Virtually Stage: <b>Living Dining Master bedroom</b>
Staging Notes:		

Commission & Closing Information

Listing: <b>2.5</b>	Selling: <b>2</b>	D&N:	Referral Fee: Yes <input checked="" type="radio"/> No	Preferred Closing Agent:
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Showing Instructions

Contact Person: <b>Alyssa Boyd</b>	Form of Contact: <input checked="" type="radio"/> Email <input checked="" type="radio"/> Phone <input checked="" type="radio"/> Text	Advance Notice (Hours): <b>24 hours</b>
Special Instructions: <b>Call listing agent accompany</b>		



**NEW LISTING SUBMISSION FORM**

**Property Highlights | Listing Notes**

What is the seller's favorite room in the house, and why? *Riverfront balcony with hurricane & sun screen*

What is the seller's best memory living here? *For outside dining.*

What will the sellers miss most when they leave?

*Dolphin activity in the River and going to the beach to relax and walks.*

Additional Highlights:

**Status**

<b>New Listing Submission Form:</b>	Complete at Appointment
<b>Coming Soon Check List:</b>	Complete at Appointment
<b>Coming Soon Photo:</b>	Complete at Appointment
<b>Listing Agreement:</b>	Hard Copy Complete   Will Provide Electronically
<b>Coming Soon Addendum Or Exclusion:</b>	Hard Copy Complete   Will Provide Electronically
<b>Personal Property Inventory:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>Frequently Asked Questions:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>Sellers Property Disclosure:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>Vacant Land Disclosure:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>HOA Disclosure:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>HOA Questionnaire:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>Condo Rider:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>Condo Disclosure:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>Lead Based Paint:</b>	Hard Copy Complete   Will Provide Electronically   Left w/Client   Not Applicable
<b>Electronic New Listing Link:</b>	Submit with Hard Copies of Forms

## **Luxurious Waterfront Condominium in Cocoa Beach, Florida**

Welcome to your private slice of paradise in beautiful Cocoa Beach, Florida. This stunning, gated waterfront condominium offers both elegance and tranquility, just steps from the ocean.

As you pass through the gates, you're greeted by a striking fountain that soars 20 feet into the air, surrounded by 22 programmable LED lights that illuminate with vibrant colors to celebrate seasons and holidays. This spectacular entry sets the tone for the exceptional home that awaits you.

Situated on the second floor, this spacious 2,500 sq. ft. riverfront condo features 3 bedrooms, 3.5 bathrooms and breathtaking panoramic views of the Banana River. Food-to-ceiling hurricane-rated glass windows, doors and glass railings flood the interior with natural light and offer unobstructed vistas of dazzling sunsets across the mile-wide river.

Step outside onto one of two private balconies, including an expansive balcony perfect for relaxing or entertaining while soaking in the serene waterfront views.

### **Interior Features:**

- Elegant marble and polished travertine tile flooring
- Solid core interior doors for enhance privacy and style
- Custom electronic Lutron blinds with smart home automation
- RainSoft whole-house water treatment system with reverse osmosis
- Two jetted spa tubs and luxury spa shower panels
- Gourmet kitchen with granite countertops and modern light fixtures

### **Community amenities:**

- Heated pool for year-round enjoyment
- Fitness center to support you active lifestyle
- Private storage room and two dedicated garage spaces
- Direct access to the Banana River for paddleboarding, kayaking, and fishing
- The ocean is just across the street for beach days and seaside adventures

This exquisite condo offers a rare combination of luxury, privacy, and unbeatable location. Whether you're seeking a serene retreat or an entertainer's dream, this home has it all. Don't let this opportunity slip away--schedule your private showing today!

**PERSONAL PROPERTY INVENTORY**

Seller 1: Rockie G. Henshanger Seller 2: \_\_\_\_\_  
 Property Address: 3500 S. Atlantic Ave #102 Cocoa Beach FL 32931

This addendum is referenced in the Contract for Purchase and Sale between parties that have signed below and is incorporated therein by reference. The personal property included in the purchase price and listed below shall be the same property existing on the property as of the date of initial offer, with no substitutions unless agreed upon by the parties in writing. Be as specific as possible. Make an entry for EACH item.

**YES** = It's on the property and **WILL CONVEY** | **NO** = It's on the property and **WILL NOT** convey | **N/A** = It's **NOT ON THE PROPERTY** and doesn't apply

Item	Yes	No	N/A
Range (Oven & Cooktop): <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <i>OR</i>	<input checked="" type="checkbox"/>		
Wall Oven(s): <input type="checkbox"/> Electric <input type="checkbox"/> Gas <i>AND</i>		<input checked="" type="checkbox"/>	
Cooktop: <input type="checkbox"/> Electric <input type="checkbox"/> Gas		<input checked="" type="checkbox"/>	
Refrigerator with Freezer	<input checked="" type="checkbox"/>		
Microwave Oven	<input checked="" type="checkbox"/>		
Dishwasher	<input checked="" type="checkbox"/>		
Disposal	<input checked="" type="checkbox"/>		
Water Softener   Purifier <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input checked="" type="checkbox"/>		
Bar Refrigerator		<input checked="" type="checkbox"/>	
<u>Separate Refrigerator (Freezer)</u> Stand Alone Ice Maker	<input checked="" type="checkbox"/>		
Wine Cooler		<input checked="" type="checkbox"/>	
Compactor	<input checked="" type="checkbox"/>		
Washer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Dryer: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas		<input checked="" type="checkbox"/>	
Chandelier/Hanging Lamp Qty <u>2</u>	<input checked="" type="checkbox"/>		
Ceiling   Paddle Fan Qty <u>2</u>	<input checked="" type="checkbox"/>		
Sconce(s): Qty _____		<input checked="" type="checkbox"/>	
Draperies: Qty _____ Rods: Qty _____		<input checked="" type="checkbox"/>	
Plantation Shutters: Qty _____		<input checked="" type="checkbox"/>	
Shades   Blinds: Qty <u>Lutron</u>	<input checked="" type="checkbox"/>		
Mirrors   Location: <u>next to Bathrooms</u>	<input checked="" type="checkbox"/>		
Fireplace(s) Qty _____ <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas <input type="checkbox"/> Both		<input checked="" type="checkbox"/>	
Boat Lift: Weight _____ Davits: <input type="checkbox"/> Electric <input type="checkbox"/> Manual		<input checked="" type="checkbox"/>	
Appliances Leased Describe:		<input checked="" type="checkbox"/>	
Pool Table   Game Table		<input checked="" type="checkbox"/>	

Item	Yes	No	N/A
Water Heater(s): Qty _____ <input type="checkbox"/> Tankless <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/>		
Generator: <u>Common + Rebrig + TV</u> <input type="checkbox"/> Electric <input type="checkbox"/> Propane <input checked="" type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/>		
Storm Shutters   Panels: <input type="checkbox"/> Electric <input type="checkbox"/> Manual <input type="checkbox"/> Both		<input checked="" type="checkbox"/>	
Awnings: <input type="checkbox"/> Electric <input type="checkbox"/> Manual		<input checked="" type="checkbox"/>	
Propane Tank: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		<input checked="" type="checkbox"/>	
Central Vac System   Equip + Accessories		<input checked="" type="checkbox"/>	
Security Gate Remotes(s): Qty <u>2</u>	<input checked="" type="checkbox"/>		
Garage Door Opener(s): Qty <u>2</u>	<input checked="" type="checkbox"/>		
Garage Door Remote(s): Qty _____			<input checked="" type="checkbox"/>
Smart Doorbell		<input checked="" type="checkbox"/>	
Smart Thermostat(s) Qty _____		<input checked="" type="checkbox"/>	
Summer Kitchen Grill		<input checked="" type="checkbox"/>	
Pool: <input type="checkbox"/> Salt <input type="checkbox"/> Chlorine	<input checked="" type="checkbox"/>		
Pool Heater: <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Elec <input type="checkbox"/> Solar	<input checked="" type="checkbox"/>		
Hot Tub   Spa: Heated: Yes No		<input checked="" type="checkbox"/>	
Pool Cleaning Equipment	<input checked="" type="checkbox"/>		
Pool - Child Fence   Barrier		<input checked="" type="checkbox"/>	
Storage Shed <u>Storage Rooms 2</u>	<input checked="" type="checkbox"/>		
Potted Plants   Lawn Ornaments <u>Fountains</u>	<input checked="" type="checkbox"/>		
Intercom		<input checked="" type="checkbox"/>	
TV's: Qty _____ TV Mounts: Qty _____		<input checked="" type="checkbox"/>	
Security System: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased Cameras: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/>		
Surround Sound (With Components) Speakers: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/>	
Satellite Dish   TV Antenna <input type="checkbox"/> Leased <input type="checkbox"/> Owned		<input checked="" type="checkbox"/>	
Other   Notes: <u>Hurricane screen</u>	<input checked="" type="checkbox"/>		

Seller 1: Rockie Henshanger Date: 6/23/25

Buyer 1: \_\_\_\_\_ Date: \_\_\_\_\_



FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

Property Information

Address: 3500 S. ATLANTIC AVE #102 CB, FL 32931			
Home Warranty: Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, Company   Number: management co: Keys Enterprise (Gary)		
Lawn Service   Number: CONDO ASSOC	Pool Company   Number:		
Pest Company   Number:	Termite Company   Number:	Transferable Bond: Yes <input type="radio"/> No <input type="radio"/>	

Utility Information

Trash Pick-Up Days	Trash: <input checked="" type="radio"/> MONDAY + THURSDAY	Yard:	Recycle: <input checked="" type="radio"/> RECYCLE = FRIDAY
Approximate Utility Cost Per Month	Electric: <input checked="" type="radio"/> IN CONDO \$120/MONTH	Gas:	Water:
Water Source: <input checked="" type="radio"/> CITY WATER	Well	Sprinkler System Runs On: <input checked="" type="radio"/> WELL	City Reclaimed
Plumbing Source: <input checked="" type="radio"/> SEWER	Septic	Septic Location:	

Property Specifics

Roof Age: <input checked="" type="radio"/> 5 YEARS OLD	Heating & A/C System Age:	Water Heater Age: <input checked="" type="radio"/> NEW - 3 MONTHS AGO
Water Depth at Dock:	Waterfront Footage:	Type of Fencing:
Type of Flooring: <input checked="" type="radio"/> TRAVERTINE + MARBLE	Type of Countertops: <input checked="" type="radio"/> GRANITE	

Property Features | Updates | Year:  
 Travertine flooring throughout. European style cabinetry + granite countertops. Marble master bath with separate jetted tub and body jets in shower. Heated Mirrors. LUTRON BLIND SYSTEM with voice activation. Generator for building. Beach Access - Riverfront Views.

Are You Providing a Copy of:

Wind Mitigation: Yes <input type="radio"/> No <input type="radio"/>	Four-Point Inspection: Yes <input type="radio"/> No <input type="radio"/>	Survey: Yes <input type="radio"/> No <input type="radio"/>
Insurance Declaration Page: Yes <input type="radio"/> No <input type="radio"/>	Approximate Insurance Cost Per Year:	

Seller 1 Signature: X Rodie [Signature] Date: 6/23/25

Seller 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

