Buyer Info Packet

1600 Marcello Drive, Melbourne, FL 32934

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Seller's Property Disclosure - Residential

COMPASS

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. 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:	Mac	cello	Dr
			Property")
The Property is Downer occupied Itenant occupied Imnoccupied (If unoccupied, ho occupied the Property?	w long ha	s it been sir	nce Seller
Structures; Systems; Appliances	Yes	No	Don't Know
 (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? (b) Is seawall, if any, and dockage, if any, structurally sound? (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? (d) Does the Property have aluminum wiring other than the primary service line? (e) Are any of the appliances leased? If yes, which ones: (f) If any answer to questions 1(a) - 1(c) is no, please explain:			
 2. Termites; Other Wood-Destroying Organisms; Pests (a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them? (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests? (c) If any answer to questions 2(a) - 2(b) is yes, please explain: 			
 Water Intrusion; Drainage; Flooding (a) Has past or present water intrusion affected the Property? (b) Have past or present drainage or flooding problems affected the Property? (c) Is any of the Property located in a special flood hazard area? (d) Is any of the Property located seaward of the coastal construction control line? (e) Does your lender require flood insurance? (f) Do you have an elevation certificate? If yes, please attach a copy. (g) If any answer to questions 3(a) - 3(d) is yes, please explain: 		MAMMAM	
Johnson v. Davis, 480 So.2d 625 (Fla. 1985). Seller () and Buyer () acknowledge receipt of a copy of this page, which is Page () () acknowledge receipt of a copy of this page, which is Page () () acknowledge receipt of a copy of this page, which is Page () () () () () () () () () (ge 1 of 4.	@2020 Floric	da Realtors

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Simplicity

4.	Distriction	Yes	No	Don't Know
7.	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? (c) Do you have a water treatment system? 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? (f) Are there or have there been any defects to the water system, septic system, drain fields or wells? (g) Have there been any plumbing leaks since you have owned the Property? (h) Are any polybutylene pipes on the Property? (i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: 		N N N N N	
5.	 (a) To your knowledge, is the roof structurally sound and free of leaks? (b) The age of the roof is		D D	
	(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain:		P/	
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): anclosure 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?		M	
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? (b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? yes no If the claim was paid, were all the			
	proceeds used to repair the damage?yesno (c) If any answer to questions 7(a) - 7(b) is yes, please explain:			
Seri	ller (SA) (SE) and Buyer () () acknowledge receipt of a copy of this page, which is Pag spDR-3 Revision () () acknowledge receipt of a copy of this page, which is Pag spDR-3 Revision () () acknowledge receipt of a copy of this page, which is Pag spDR-3 Revision () () acknowledge receipt of a copy of this page, which is Pag spDR-3 Revision () () () and Buyer () () acknowledge receipt of a copy of this page, which is Pag spDR-3 Revision () () () (e 2 of 4.		a Realtors orm implicity

_		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.) 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,	M		
(building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions. (b) Are there any proposed changes to any of the restrictions? (c) Are any driveways, walls, fences, or other features shared with adjoining landowners? (d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands? (e) Are there boundary line disputes or easements affecting the Property? (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)? (g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? yes no h) Are access roads private public? If private, describe the terms and conditions of the maintenance agreement:		A D R R P P	
(If any answer to questions 8(a) - 8(g) is yes, please explain: FCNCES are shared with Neighbors			
	Environmental a) Was the Property built before 1978? 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		¤	
(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? d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property? e) If any answer to questions 9(b) - 9(d) is yes, please explain:		e e	
10.	Governmental, Claims and Litigation			
(1	a) Are there any existing, pending or proposed legal or administrative claims affecting the Property? b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property? c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08. Florida Statutes?			
(4	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? Have you ever had any claims filed against your homeowner's Insurance Policy?			
	and Buyer () () acknowledge receipt of a copy of this page, which is Page 005737-300158-6207788	e 3 of 4.		a Realtors orm implicity

(g) (h) (i) (j) (k)	Are there any zoning violations or nonconforming uses? Are there any zoning restrictions affecting improvements or replacement of the Property? Do any zoning, land use or administrative regulations conflict with the existing use of the Property? Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property? Are any improvements located below the base flood elevation? Have any improvements been constructed in violation of applicable local flood guidelines? Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?	Yes		Don't Know
(m)	Are there any active permits on the Property that have not been closed by		N	
(n)	a final inspection? Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety			
(0)	codes, restrictions or requirements? If any answer to questions 10(a) - 10(n) is yes, please explain:		Ø	
Seller re Seller's real esta Buyer in Seller:	Gaylord E Aker / Gaylord E Aker (signature) (print)	ate and com de this discles that Seller or incorrect Date:	plete to the osure state will promp t	best of ement to tly notify
Buyer a	cknowledges that Buyer has read, understands, and has received a copy of this dis	sclosure stat	tement.	
Buyer:	(signature) /(print)	Date:	-	
Buyer:		Date:		
Seller (SPDF Serial#: 0057	and Buyer () () acknowledge receipt of a copy of this page, which is Page 37-300158-6207768	ge 4 of 4.		da Realtors

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, Rita Jill Aker	Gaylord E Aker	_, provides Buyer the following		
flood disclosure at or before the time the sale		_, provides bayer the following		
Property address: 1600 Marcello Dr				
•				
	Melbourne	FL 32934 .		
Seller, please check the applicable box in para	agraphs (1) and (2) below.			
*				
	FLOOD DISCLOSURE			
Flood Insurance: Homeowners' insurance poli encouraged to discuss the need to purchase s	separate flood insurance coverage with B	Buyer's insurance agent.		
 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. Seller has has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency. 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: The overflow of inland or tidal waters. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch. Sustained periods of standing water resulting from rainfall. 				
Seller Soul & Wer	Date:	G 2 . 2		
Copy provided to Buyer on	by	il 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



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein Jaylord (SELLER) and (BUYER) concerning the Property described as Marcello Buyer's Initials Seller's Initials B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE PART A. DISCLOSURE SUMMARY IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING. BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE. he Veranda lace **Disclosure Summary For** (Name of Community) 1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"). 2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY. 3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 87.00 PER ear YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER 4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE. 5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY. 6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER 7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS. 8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY. 9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER. BUYER DATE BUYER

Page 1 of 2 B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

(SEE CONTINUATION)

Form

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART B.

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1.	APPROVAL: If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than (if left blank, then 5) days prior to Closing. Within (if left blank, then 5 days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.				
2.	(a) Buyer shall pa its governing	y any application, in documents or applic	cable Florida Statutes. If	membership or other fees charged by Association pursuant fapplicable, the current amount(s) is:	
	\$	per	for	to	
	\$	per	for	to	
	\$	per	for	to	
				to	3300
	and prior to t installments of	he Closing Date, a lue before Closing ue after Closing Da	and any such assessment Date and (CHECK ONE	ctive Date, or an assessment is levied after the Effective Datent(s) may be paid in installments, then Seller shall pay a E): Buyer Seller (if left blank, then Buyer) shall pay, shall pay, shall pay the assessment in full prior to or at the	all
The	i payable, is/are:			nts, special assessments or rent/land use fees are due	
	Varando	Place	Communit	y Assn Inc	
Col	ntact Person	ce Coast Prope	city Mgt of Brevac	Phone Email	-
Pho	one <u>888 - 722 - 6</u> 0	Email	PI	hone Email	_
Add	Additional contact information can be found on the Association's website, which is www				



HOA Information

Required Information for Prospective Buyers

Property Information					
Address: 1600 Marcelle HOA Information	Drive, M	lelbour	e. FL	329	34
Property Management Company: Space Coast Property Mgt	Property Mana	gement Website:			
Contact Name:	Contact Phone Nu	mher-	Contact Email:		
•	888 - 72	2-6669	Contact Eman;		
Community/Association Website:	HOA Fees Freque	ency:	What does the Assor	ciation Fee I	nclude?
	887/0	rear	FRONT G	Fato	
Community Amenities:	7)		المراح	55+ Community: Yes No
Pending Assessments: Yes (No) If Ye	s, Explain and Provide the Ass	sessment Amount:			
Buyer Information					
Buyer Approval: Yes No **if Yes, Please	Provide the Form**	Buyer Approval I	ee Amt:	Bu	uyer Approval Acceptance Period:
First Right of Refusal: Yes No **If Yes,	Please Provide the Form**	First Right of Refusal	Fee Amt:	First Righ	it of Refusal Acceptance Period:
Rental Restrictions					
Rentals Allowed: Yes No Tenant Appr	oval: Yes No	**If Yes, Please	Provide the Form**	Te	nant Approval Fee Amt:
Lease Allowed During 1st Year: Yes No	Rental Period Minimum:		Additional Info:		
UNKNOWN	Postar i Giloa miningani.		Additional into:		
Misc Restrictions Pet Restrictions: Yes No Total # o					
Pet Restrictions: Yes No Total # o	of Pets Allowed:	Weight Limit:		pe of Pets A	liowed:
In-Ground Pool Installs Allowed: Yes No R	RV/Boat Parking Allowed:	Yes No Fend	ing Allowed: Yes	No	Truck Parking Allowed: Yes No
For Sale Signs Allowed: Yes No Explain	Special Sign Requirements:		For Condo's, Specific	Location for	
Paguired Decumentation The Secretar					•
Required Documentation – The Agent Mu Email the Following Documents Directly to Your Agent (tion within 72 ho	urs of the	Signed Listing Agreement
Declarations	ok to Gecny@Garpenterkesse	i.com:			
Rules & Regulations					
By Laws					
Amendments					
Financial Documents Including Budget & Reserves (Con	do's Only)	*			
Meeting Minutes - Last Three Meetings (Condo's Only)					
×1			aliela	_	•
Seller 1 Signature:		Date	·· 8/16/3	5_	
Seller 2 Signature: <u>Gaylord E Ake</u>	or	Date	:08/20/25		

