

Buyer Info Packet

300 Oak St. Melbourne Beach, FL 32951

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Seller's Property Disclosure – Residential

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

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 300 Oak St. Melbourne Beach, FL 32951
(the "Property")

The Property is owner occupied tenant occupied unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? 215 days)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Does the Property have aluminum wiring other than the primary service line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____ _____			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____ _____			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

Seller (MM) (TM) and Buyer () () acknowledge receipt of a copy of this page, which is Page 1 of 4
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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or <input checked="" type="checkbox"/> septic system? If septic system, describe the location of each system: <u>septic tank in front yard—pumped in 2023</u>			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is <u>6</u> years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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): <input checked="" type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
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, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are access roads <input type="checkbox"/> private <input checked="" type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____ _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____ _____			
9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____ _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- (f) Are there any zoning violations or nonconforming uses?
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property?
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?
- (j) Are any improvements located below the base flood elevation?
- (k) Have any improvements been constructed in violation of applicable local flood guidelines?
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?
- (m) Are there any active permits on the Property that have not been closed by a final inspection?
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____

- (p) Is the Property located in a historic district?
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district?
- (r) Are there any active or pending applications or permits with a governing body over the historic district?
- (s) Are there any violations of the rules applying to properties in a historic district?
- (t) If the answer to 10(q) – 10(s) is yes, please explain: _____

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

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code?
If yes, Buyer and Seller should seek legal and tax advice regarding compliance.

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

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Mark Magrino / Mark Magrino Date: February 19, 2026
 (signature) (print)

Seller: Tiffany Magrino / Tiffany Magrino Date: February 19, 2026
 (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)

Seller (MM) (TM) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4
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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 Mark Magrino Tiffany Magrino (SELLER) and _____ (BUYER) concerning the Property described as 300 Oak St. Melbourne Beach, FL 32951

Buyer's Initials _____ Seller's Initials MM TM

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

Lead-Based Paint Warning Statement

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

Seller's Disclosure (INITIAL)

- MM TM (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
 - Known lead-based paint or lead-based paint hazards are present in the housing.
 - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- MM TM (b) Records and reports available to the Seller (CHECK ONE BELOW):
 - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
 - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Buyer has (CHECK ONE BELOW):
 - Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

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

Certification of Accuracy

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

<u>Mark Magrino</u>	February 19, 2026	_____	_____
SELLER	Date	BUYER	Date
<u>Tiffany Magrino</u>	February 19, 2026	_____	_____
SELLER	Date	BUYER	Date
<u>Zack Spurllock</u>	February 20, 2026	_____	_____
Listing Licensee	Date	Selling Licensee	Date

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

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

Property address: 300 Oak St. Melbourne Beach, FL 32951

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: Mark Magrino

Date: February 19, 2026

Seller: Tiffany Magrino

Date: February 19, 2026

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

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:

Mark Magrino _____ Tiffany Magrino _____ (SELLER)
and _____ (BUYER)
concerning the Property described as 300 Oak St. Melbourne Beach, FL 32951

Buyer's Initials _____ Seller's Initials MM TM

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

PART A. DISCLOSURE SUMMARY

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For ISLAND SHORES OF MELBOURNE BEACH
(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 \$ 50.00 PER YEAR--VOLUNTARY. 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.

DATE _____ BUYER _____

DATE _____ BUYER _____

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART B.

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

1. **APPROVAL:** The Association's approval of Buyer (CHECK ONE): is is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. **PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:**

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

\$ 50.00 per YEAR for VOLUNTARY HOA to Ocean Trail Homeowners Inc.
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____

(b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

(c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:

Contact Person _____ **Contact Person** _____
Phone _____ **Phone** _____
Email _____ **Email** _____

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

No traditional HOA governance, restrictions, or architectural controls.



HOA Information

Required Information for Prospective Buyers

Property Information

Address: 300 Oak St. Melbourne Beach, FL 32951

HOA Information

Property Management Company: N/A	Property Management Website: N/A	
Contact Name: N/A	Contact Phone Number: N/A	Contact Email: N/A
Community/Association Website: N/A	HOA Fees Frequency: \$50/YEAR VOLUNTARY	What does the Association Fee Include? N/A
Community Amenities: N/A — No HOA governing the property — see FAQ for beach access details		55+ Community: Yes No <input checked="" type="checkbox"/>
Pending Assessments: Yes No <input checked="" type="checkbox"/>	If Yes, Explain and Provide the Assessment Amount: N/A VOLUNTARY HOA	

Buyer Information

Buyer Approval: Yes No **If Yes, Please Provide the Form**	Buyer Approval Fee Amt:	Buyer Approval Acceptance Period:
First Right of Refusal: Yes No **If Yes, Please Provide the Form**	First Right of Refusal Fee Amt:	First Right of Refusal Acceptance Period:

Rental Restrictions

Rentals Allowed: Yes No <input checked="" type="checkbox"/>	Tenant Approval: Yes No <input checked="" type="checkbox"/>	**If Yes, Please Provide the Form**	Tenant Approval Fee Amt:
Lease Allowed During 1 st Year: Yes No <input checked="" type="checkbox"/>	Rental Period Minimum:	Additional Info:	

Misc Restrictions

Pet Restrictions: Yes No	Total # of Pets Allowed:	Weight Limit:	Type of Pets Allowed:
In-Ground Pool Installs Allowed: Yes No <input checked="" type="checkbox"/>	RV/Boat Parking Allowed: Yes No	Fencing Allowed: Yes No <input checked="" type="checkbox"/>	Truck Parking Allowed: Yes No
For Sale Signs Allowed: Yes No <input checked="" type="checkbox"/>	Explain Special Sign Requirements:	For Condo's, Specific Location for Lockbox Placement:	

Required Documentation – The Agent Must Receive the Following Documentation within 72 hours of the Signed Listing Agreement

Email the Following Documents Directly to Your Agent OR to Listings@CarpenterKessel.com:

Declarations Ocean Trail Homeowners, Inc. — limited-purpose association for deeded beach access only.

Rules & Regulations \$50/year voluntary contribution for maintenance of the shared beach access path.

By Laws No traditional HOA governance, restrictions, or architectural controls.

Amendments

Financial Documents Including Budget & Reserves (Condos Only)

Meeting Minutes - Last Three Meetings (Condos Only)

Seller 1 Signature: Mark Magrino Date: February 19, 2026

Seller 2 Signature: Tiffany Magrino Date: February 19, 2026



Interior Highlights

- Bright, open-concept layout filled with natural light and luxury vinyl plank flooring
 - Extensively updated since 2020
 - Custom built-in kitchen banquette with seating for four
 - Impact-rated hurricane storm windows with privacy-enhancing window treatments
 - Lime-washed brick masonry fireplace adds warmth and charm
 - Elegant, upscale coastal-inspired design with natural textures and tranquil tones
-



Exterior & Outdoor Living

- Newer roof (2020)
 - Fresh Sherwin Williams Duration paint (2025) – Pure White with Tricorn Black accents
 - Sparkling saltwater pool and spa with Tahoe Blue Freestone smooth pebble finish (renovated 2025) 
 - Expansive paver pool deck (2025) that wraps around the home to the large two car garage with bonus space for a smaller beach golf cart (LSV) or storage
 - New paver driveway & epoxy-coated garage floor (2025)
 - Professionally designed low-maintenance landscaping with Mexican beach pebbles & trimmed palms
 - Large, fenced backyard with lush lawn—perfect for pets, play, or privacy
 - Top-tier Trane HVAC system (2025)
-

300 OAK ST. MELBOURNE BEACH, FL 32951

UPDATES:

2025:

- CONCRETE PAVER DRIVE/ENTRY AND POOK DECK w/WRAP-AROUND PATH TO GARAGE
- EPOXY FLAKE GARAGE FLOOR
- SHERWIN WILLIAMS DURATION EXTERIOR PAINT
- TRANE HYPERION AIR HANDLER & HEAT PUMP
- TAHOE BLUE FREESTONE SMOOTH PEBBLE POOL FINISH
- JANDY PROGRAMMABLE VARIABLE SPEED POOL PUMP
- TRUCLEAR POOL SALT SYSTEM
- ELECTRIC POOL PANEL
- DELTA TOUCH KITCHEN FAUCET
- EXTERIOR LIGHT FIXTURES
- VIDEO DOORBELL
- INTERIOR PAINT: 2 EXTRA BDRMS, HALL BATH
- BOARD-ON-BOARD FRONT FENCING & GATES

2023:

- ELECTRIC RISER & EXTERIOR PANEL
- SEPTIC SERVICED/PUMPED

2022:

- MASONRY FIREPLACE INSPECTED, NEW DAMPER INSTALLED
- KITCHEN BANQUETTE BUILT

2021:

- LVP FLOORING INSTALLED

2020 OR NEWER:

- KITCHEN APPLIANCES, WASHER & DRYER, WATER HEATER



PERSONAL PROPERTY INVENTORY

Seller 1: <p style="text-align: center; margin: 0;">Mark Magrino</p>	Seller 2: <p style="text-align: center; margin: 0;">Tiffany Magrino</p>
Property Address: <p style="text-align: center; margin: 0;">300 Oak St. Melbourne Beach, FL 32951</p>	

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 ___ Gas ----- OR -----	<input checked="" type="checkbox"/>		
Wall Oven(s): ___ Electric ___ Gas ----- AND -----			<input checked="" type="checkbox"/>
Cooktop: ___ Electric ___ 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 ___ Owned ___ Leased			<input checked="" type="checkbox"/>
Bar Refrigerator			<input checked="" type="checkbox"/>
Separate Refrigerator Freezer Stand Alone Ice Maker			<input checked="" type="checkbox"/>
Wine Cooler			<input checked="" type="checkbox"/>
Compactor			<input checked="" type="checkbox"/>
Washer	<input checked="" type="checkbox"/>		
Dryer: <input checked="" type="checkbox"/> Electric ___ Gas	<input checked="" type="checkbox"/>		
Chandelier/Hanging Lamp Qty <u>1</u>	<input checked="" type="checkbox"/>		
Ceiling Paddle Fan Qty <u>5</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>10</u>	<input checked="" type="checkbox"/>		
Mirrors Location: Bathrooms	<input checked="" type="checkbox"/>		
Fireplace(s) Qty ___ <input checked="" type="checkbox"/> Wood Burning ___ Gas ___ Both	<input checked="" type="checkbox"/>		
Boat Lift: Weight ___ Davits: ___ Electric ___ 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 <u>1</u> ___ Tankless ___ Gas <input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/>		
Generator: ___ Electric ___ Propane ___ Natural Gas			<input checked="" type="checkbox"/>
Storm Shutters Panels: ___ Electric ___ Manual ___ Both			<input checked="" type="checkbox"/>
Awnings: ___ Electric ___ Manual			<input checked="" type="checkbox"/>
Propane Tank: ___ Owned ___ Leased			<input checked="" type="checkbox"/>
Central Vac System Equip + Accessories			<input checked="" type="checkbox"/>
Security Gate Remotes(s): Qty ___			<input checked="" type="checkbox"/>
Garage Door Opener(s): Qty <u>1</u>	<input checked="" type="checkbox"/>		
Garage Door Remote(s): Qty <u>2</u>	<input checked="" type="checkbox"/>		
Smart Doorbell	<input checked="" type="checkbox"/>		
Smart Thermostat(s) Qty <u>1</u>	<input checked="" type="checkbox"/>		
Summer Kitchen Grill			
Pool: <input checked="" type="checkbox"/> Salt ___ Chlorine	<input checked="" type="checkbox"/>		
Pool Heater: ___ Gas ___ Elec ___ Solar			<input checked="" type="checkbox"/>
Hot Tub Spa: Heated: Yes <input checked="" type="checkbox"/> No			<input checked="" type="checkbox"/>
Pool Cleaning Equipment	<input checked="" type="checkbox"/>		
Pool - Child Fence Barrier			<input checked="" type="checkbox"/>
Storage Shed			<input checked="" type="checkbox"/>
Potted Plants Lawn Ornaments Fountains	<input checked="" type="checkbox"/>		
Intercom			
TV's: Qty ___ TV Mounts: Qty ___			<input checked="" type="checkbox"/>
Security System: ___ Owned ___ Leased Cameras: ___ Yes ___ No			<input checked="" type="checkbox"/>
Surround Sound (With Components) Speakers: ___ Yes ___ No			<input checked="" type="checkbox"/>
Satellite Dish TV Antenna ___ Leased ___ Owned			<input checked="" type="checkbox"/>
Other Notes:			<input checked="" type="checkbox"/>

Seller 1: Mark Magrino Date: Feb 19, 2026 Buyer 1: _____ Date: _____
 Seller 2: Tiffany Magrino Date: Feb 19, 2026 Buyer 2: _____ Date: _____



FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

Property Information

Address:			
300 Oak St. Melbourne Beach, FL 32951			
Home Warranty:	Yes	No	If yes, Company Number:
		X	
Lawn Service Number:	Pool Company Number:		
Pest Company Number:	Termite Company Number:	Transferable Bond: Yes No	

Utility Information

Trash Pick-Up Days	Trash:	Yard:	Recycle:
Wed/Sat	Mon	Thurs	
Approximate Utility Cost Per Month	Electric:	Gas:	Water:
	300	0	50
Heat Source:	Electric	Gas	
	X		
Water Source:	City Water	Well	Sprinkler System Runs On:
	X		Well City Reclaimed
Plumbing Source:	Sewer	Septic	Septic Location:
		X	Front yard. In front of bedroom closest to front door. Drain field toward street.

Property Specifics

Roof Age:	Heating & A/C System Age:	Water Heater Age:
2019-2020	2025	~5 years
Water Depth at Dock:	Waterfront Footage:	Type of Fencing:
N/A	N/A	Wood
Type of Flooring:	Type of Countertops:	
Luxury Vinyl Plank/Tile in bathrooms	Granite	
Property Features Updates Year:		
Deeded beach access (20 homes), .42 acre lot, impact windows (2020), freestone small pebble pool resurfacing (2025), new pool pump (2025), new pool electric panel (2025), new front fencing w/ pool safety gates (2025), driveway pavers (2025), pool patio and rear walkway pavers (2025), full exterior paint (2025), Trane HVAC system (2025), epoxy garage floor (2025), electric service mast/riser and exterior panel (2023), septic tank serviced (2023), full interior update (2020-2021), Ocean Trail Homeowners, Inc. — limited-purpose association for deeded beach access only. \$50/year voluntary contribution for maintenance of the shared beach access path. No traditional HOA governance, restrictions, or architectural controls.		

Are You Providing a Copy of:

Wind Mitigation:	Yes	No	Four-Point Inspection:	Yes	No	Survey:	Yes	No
	X			X			X	
Insurance Declaration Page:	Yes	No	Approximate Insurance Cost Per Year:					
	X		\$7,650					

Seller 1 Signature: Mark Magrino Date: February 19, 2026
 Seller 2 Signature: Tiffany Magrino Date: February 19, 2026



FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

Property Defects

Please list any items on the property that are not working and/or are defective (e.g. pool light does not turn on, ice maker does not work, etc.)

No known defects.

Seller 1 Signature: _____

Mark Magrino

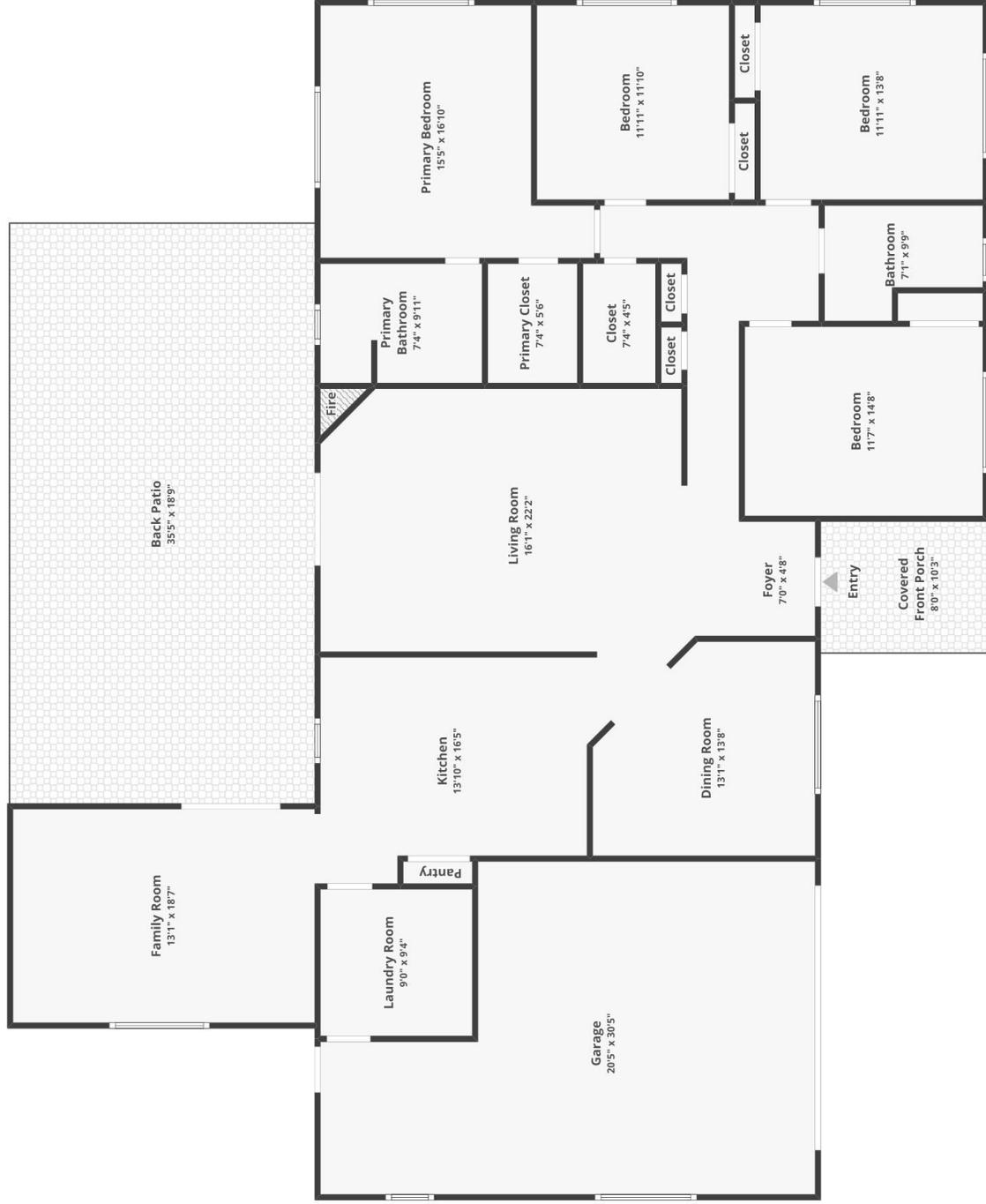
Date: February 19, 2026

Seller 2 Signature: _____

Tiffany Magrino

Date: February 19, 2026

300 Oak St, Melbourne Beach, FL 32951



Floor 1

Floor plans are for informational purposes only and not for construction or design use. Measurements are approximate, and square footage may include finished and unfinished areas.