

Buyer Info Packet

6374 Modern Duran Dr. Melbourne, FL 32940

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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: 6374 Modern Duran Dr. Melbourne, FL 32940 (the "Property")

The Property is ☐ owner occupied ☐ tenant occupied ☒ unoccupied (If unoccupied, how long has it been since Seller occupied the Property? _____)

	Yes	No	Don't Know
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) – 2(b) is yes, please explain: <u>Required</u>			
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).

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4. Plumbing

- (a) What is your drinking water source? ☒ public ☐ private ☐ well ☐ other
- (b) Have you ever had a problem with the quality, supply, or flow of potable water? ☐ Yes ☒ No ☐ Don't Know
- (c) Do you have a water treatment system?
If yes, is it ☐ owned ☐ leased?
- (d) Do you have a ☒ sewer or ☐ septic system? If septic system, describe the location of each system: _____
- (e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property? ☐ Yes ☒ No ☐ Don't Know
- (f) Are there or have there been any defects to the water system, septic system, drain fields or wells? ☐ Yes ☒ No ☐ Don't Know
- (g) Have there been any plumbing leaks since you have owned the Property? ☐ Yes ☒ No ☐ Don't Know
- (h) Are any polybutylene pipes on the Property? ☐ Yes ☒ No ☐ Don't Know
- (i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____

5. Roof and Roof-Related Items

- (a) To your knowledge, is the roof structurally sound and free of leaks? ☒ Yes ☐ No ☐ Don't Know
- (b) The age of the roof is _____ years OR date installed 2023
- (c) Has the roof ever leaked during your ownership? ☐ Yes ☒ No ☐ Don't Know
- (d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof?
If yes, please explain: _____
- (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: _____

6. Pools; Hot Tubs; Spas

Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.

- (a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s):
☒ enclosure that meets the pool barrier requirements ☐ approved safety pool cover ☐ required door and window exit alarms ☐ required door locks ☐ none
- (b) Has an in-ground pool on the Property been demolished and/or filled? ☐ Yes ☒ No ☐ Don't Know

7. Sinkholes

Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.

- (a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties? ☐ Yes ☒ No ☐ Don't Know
- (b) Has any insurance claim for sinkhole damage been made?
If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no
- (c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4
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8. Homeowners' Association Restrictions; Boundaries; Access Roads

- (a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.)

Yes **No** **Don't Know**

☒ ☐ ☐

Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.

- (b) Are there any proposed changes to any of the restrictions? ☐ ☒ ☐
- (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: _____

- (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.
- (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? ☐ ☒ ☐
- (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: _____

10. Governmental, Claims and Litigation

- (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? ☐ ☒ ☐
- (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? ☐ ☒ ☐
- (e) Have you ever had any claims filed against your homeowner's insurance policy? ☐ ☒ ☐

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 4
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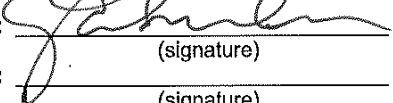
- (f) Are there any zoning violations or nonconforming uses? ☐ ☒ ☐
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property? ☐ ☒ ☐
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? ☐ ☒ ☐
- (i) Do any restrictions, 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: _____

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:  / Elan Builders LLC Date: 4-10-24
 (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)

Buyer (____) (____) and Seller  (____) 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

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:

Elan Builders LLC (SELLER)
and _____ (BUYER)
concerning the Property described as 6374 Modern Duran Dr. Melbourne, FL 32940

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.

Disclosure Summary For MODERN DURAN
(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 \$ 6,176.00 PER YEAR. 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: 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:

\$	6,176.00	per	YEAR	for	HOA	to	Modern Duran District Association
\$		per		for		to	
\$		per		for		to	
\$		per		for		to	

(b) If levied special or other assessments exist as of the Effective Date, or an assessment is levied after the Effective Date and prior to the Closing Date, and any such assessment(s) may be paid in installments, then Seller shall pay all installments due before Closing Date 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.

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

_____		_____	
Contact Person	Fairway Management	Contact person	_____
Phone	321-777-7575	Email	_____
		Phone	_____
		Email	_____

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



HOA Information

Required Information for Prospective Buyers

Property Information

Address:	6374 Modern Duran Dr. Melbourne, FL 32940
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HOA Information

Property Management Company: Fairway Management		Property Management Website: fairwaymgmt.com	
Contact Name: Deanna Thompson	Contact Phone Number: 321-777-7575	Contact Email:	
Community/Association Website:	HOA Fees Frequency: \$6,176 Annually	What does the Association Fee include? Gate, Lawn care, Irrigation, Golf course benefit	
Community Amenities:			55+ Community: Yes No X
Pending Assessments: Yes No	If Yes, Explain and Provide the Assessment Amount:		

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	Tenant Approval: Yes No	**If Yes, Please Provide the Form**	Tenant Approval Fee Amt:
Lease Allowed During 1 st Year: Yes No	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 X	RV/Boat Parking Allowed: Yes No	Fencing Allowed: Yes No	Truck Parking Allowed: Yes No
For Sale Signs Allowed: Yes No	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

Rules & Regulations

By Laws

Amendments

Financial Documents Including Budget & Reserves (Condos Only)

Meeting Minutes - Last Three Meetings (Condos Only)

Seller 1 Signature: _____

Date: 3-29-24

Seller 2 Signature: _____

Date: _____





FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

Property Information

Address:			
6374 Modern Duran Dr. Melbourne, FL 32940			
Home Warranty: Yes No	If yes, Company Number:		
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:
Approximate Utility Cost Per Month	Electric:	Gas:	Water:
Heat Source:	Electric	Gas	
Water Source: City Water Well	Sprinkler System Runs On: Well City Reclaimed		
Plumbing Source: Sewer Septic	Septic Location:		

Property Specifics

Roof Age:	Heating & A/C System Age:	Water Heater Age:
NEW CONSTRUCTION	NEW CONSTRUCTION	NEW CONSTRUCTION
Water Depth at Dock:	Waterfront Footage:	Type of Fencing:
Type of Flooring:	Type of Countertops:	
Property Features Updates Year:		

Are You Providing a Copy of:

Wind Mitigation: Yes No	Four-Point Inspection: Yes No	Survey: Yes No
Insurance Declaration Page: Yes No	Approximate Insurance Cost per Year:	

Seller 1 Signature: _____ Date: 3-29-24

Seller 2 Signature: _____ Date: _____



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.)

Seller 1 Signature: _____

Date: 3-29-24

Seller 2 Signature: _____

Date: _____

