

Buyer Info Packet

3731 Durksly Drive , Melbourne, FL 32940

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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 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: _____
3731 DURKSLY 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?	☒	☐	☐ <i>NA</i>
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☐ <i>NA</i>
(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?	☒	☐	☐ <i>NA</i>
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☐ <i>NA</i>
(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? <i>pest control</i>	☐	☐	☐
(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?	☐	☒	☐
(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: _____			

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

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

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	Yes	No	Don't Know
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?	☒	☐	☐
(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: _____			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☒	☐	☐
(b) The age of the roof is _____ years OR date installed <u>2015</u>			
(c) Has the roof ever leaked during your ownership?	☐	☒	☐
(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 <i>one pool light + doesn't work</i>			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☒	☐
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? ☐ yes ☒ no			
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

Seller (initials) and Buyer (initials) acknowledge receipt of a copy of this page, which is Page 2 of 4.

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	<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.	☒	☐	☐
(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: <u>gated</u>			
(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 Qualifying Improvements assessment per Section 163.081, 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?	☐	☒	☐

Seller (WJ) (M) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4.

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Flood Disclosure**COMPASS**

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, William E Meibers, Mary F Meibers, provides Buyer the following flood disclosure at or before the time the sales contract is executed.

Property address: 3731 DURKSLY DR, MELBOURNE, FL 32940

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: William E. Meibers

Date: 6/19/26

Seller: Mary F. Meibers

Date: 6/19/26

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

COMPASS

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:

_____ William E Meibers, Mary F Meibers (SELLER)
and _____ (BUYER)
concerning the Property described as _____ 3731 DURKSLY DR, MELBOURNE, FL 32940

Buyer's Initials _____ **Seller's Initials** WEM MFM

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 _____ St Andrews Manor
(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 \$ _____ PER _____. 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 _____

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

(SEE CONTINUATION)

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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:

\$	1,270.00	per	year	for	HOA	to	St. Andrews Manor
\$	1,270.00	per	one-time	for	Capital Contribution	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:

Artemis Lifestyles	
Contact Person <u>Carol Reed</u>	Contact Person _____
Phone <u>407-705-2190</u>	Phone _____
Email <u>CReed@artemislifestyles.com</u>	Email _____

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

www. artemislifestyles.com


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PERSONAL PROPERTY INVENTORY

Seller 1: <u>William E Meibers</u>	Seller 2: <u>Mary Foll Meibers</u>
Property Address: <u>3731 Durksly Dr Melbourne FL 32940</u>	

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): <u>Electric</u> ☒ <u>Gas</u>	☒		
<u>OR</u>			
Wall Oven(s): ☒ <u>Electric</u> <u>Gas</u>	☒		
<u>AND</u>			
Cooktop: ☒ <u>Electric</u> <u>Gas</u>	☒		
Refrigerator with Freezer	☒		
Microwave Oven	☒		
Dishwasher	☒		
Disposal	☒		
Water Softener Purifier ☒ <u>Owned</u> <u>Leased</u>	☒		
Bar Refrigerator			☒
Separate Refrigerator Freezer Stand Alone Ice Maker			☒
Wine Cooler			☒
Compactor	☒		
Washer		☒	
Dryer: <u>Electric</u> <u>Gas</u>		☒	
Chandelier/Hanging Lamp Qty <u>3</u>	☒		
Ceiling Paddle Fan Qty <u>3</u>	☒		
Sconce(s): Qty <u> </u>		☒	
Draperies: Qty <u> </u> Rods: Qty <u> </u>		☒	
Plantation Shutters: Qty <u> </u>		☒	
Shades Blinds: Qty <u>1</u>	☒		
Mirrors Location: <u>Bathrooms</u>	☒		
Fireplace(s) Qty <u> </u> <u>Wood Burning</u> <u>Gas</u> <u>Both</u>			☒
Boat Lift: Weight <u> </u> Davits: <u>Electric</u> <u>Manual</u>			☒
Appliances Leased Describe:			☒
Pool Table Game Table			☒

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

Seller 1: William E Meibers Date: 6/21/24 Buyer 1: _____ Date: _____
 Seller 2: Mary Foll Meibers Date: 6/21/24 Buyer 2: _____ Date: _____



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FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

Property Information

Address: 3731 Durksly Dr Melbourne Florida 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:
	TUE FRI	TUE	TUE
Approximate Utility Cost Per Month	Electric:	Gas:	Water:
	\$250	\$30	\$80
Water Source: ☒ City Water ☐ Well	Heat Source: ☒ Electric ☐ Gas		
Plumbing Source: ☒ Sewer ☐ Septic	Sprinkler System Runs On: ☒ Well ☐ City Reclaimed		
Septic Location:	NA		

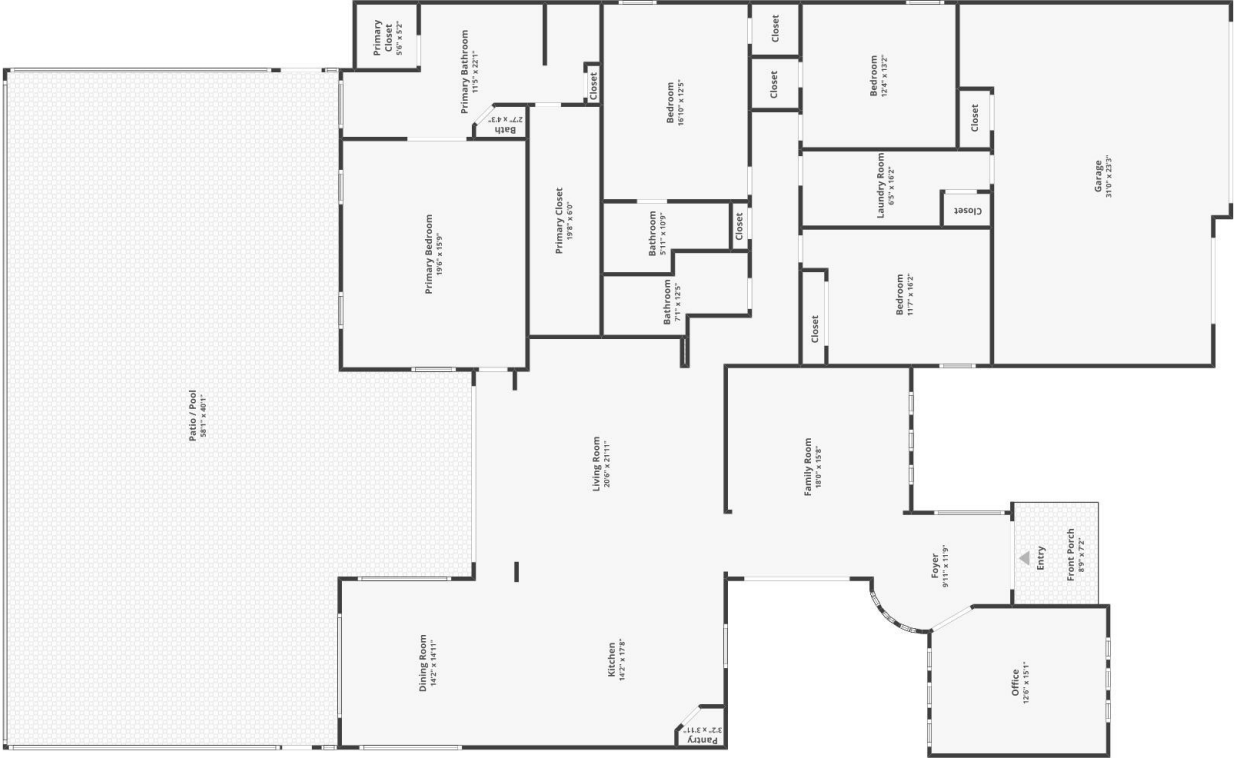
Property Specifics

Roof Age:	Heating & A/C System Age:	Water Heater Age:
11 YRS	11 YRS	11 YRS
Water Depth at Dock:	Waterfront Footage:	Type of Fencing:
NA	NA	NA
Type of Flooring:	Type of Countertops:	
TILE	GRANITE	
Property Features Updates Year:		
FLOORS - 2023 EXTERIOR PAINT - 2025 INTERIOR PAINT - 2021 APPLIANCES - 2022 GARAGE DOOR - 2025		

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: \$3300	

Seller 1 Signature: *Walter S. Main* Date: *6/21/26*
 Seller 2 Signature: *Ma Fel Main* Date: *6/21/26*



Floor 1

Floor plans/tour cannot be used for building or design purposes. Sizes and dimensions are approximate.