

Buyer Info Packet

2395 Brookside Way

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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: 2395 BROOKSIDE WAY INDIALANTIC FL 32903
(the "Property")

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

	<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?	☒	☐	☐
(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: _____			
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).

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
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 <u>5</u> years OR date installed <u>May 18, 2020</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: <u>previous owners had minor leak on outside lanai roof, repaired</u>	☒	☐	☐
(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?	☐	☒	☐
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: _____			

	<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: _____			

(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			
NO HOA			
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?	☐	☒	☐

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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 David M. Preston Kimberly S. Preston (SELLER) and _____ (BUYER) concerning the Property described as 2395 BROOKSIDE WAY INDIALANTIC FL 32903

Buyer's Initials _____

Seller's Initials DMP KSP

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)

DMP KSP

(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.

DMP KSP

(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)

DC

(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.

David M. Preston

March 26, 2026

SELLER

Date

BUYER

Date

Kimberly S. Preston

March 20, 2026

SELLER

Date

BUYER

Date

Denayne Carpenter

March 26, 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.

Page 1 of 1 P. LEAD-BASED PAINT DISCLOSURE

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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, David M. Preston Kimberly S. Preston, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 2395 BROOKSIDE WAY INDIALANTIC FL 32903

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: David M. Preston

Date: March 26, 2026

Seller: Kimberly S. Preston

Date: March 20, 2026

Copy provided to Buyer on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.



CARPENTER | KESSEL
HOMESELLING TEAM

PERSONAL PROPERTY INVENTORY

Seller 1: David M. Preston	Seller 2: Kimberly S. Preston
Property Address: 2395 BROOKSIDE WAY INDIALANTIC FL 32903	

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): ☐ Electric ☒ Gas ***** OR *****			
Wall Oven(s): ☒ Electric ☐ Gas ***** AND *****			
Cooktop: ☒ Electric ☐ Gas			
Refrigerator with Freezer	☒		
Microwave Oven	☒		
Dishwasher	☒		
Disposal	☒		
Water Softener Purifier ☐ Owned ☐ Leased		☒	
Bar Refrigerator			
Separate Refrigerator Freezer Stand Alone Ice Maker			
Wine Cooler	☒		
Compactor			
Washer	☒		
Dryer: ☐ Electric ☒ Gas	☒		
Chandelier/Hanging Lamp Qty	☒		
Ceiling Paddle Fan Qty	☒		
Sconce(s): Qty	☒		
Draperies: Qty Rods: Qty	☒		
Plantation Shutters: Qty		☒	
Shades Blinds: Qty	☒		
Mirrors Location:			
Fireplace(s) Qty ☒ Wood Burning ☐ Gas ☐ Both		☒	
Boat Lift: Weight <u>10000</u> Davits: ☒ Electric ☐ Manual	☒		
Appliances Leased Describe:			
Pool Table Game Table		☒	

Item	Yes	No	N/A
Water Heater(s): Qty ☒ Tankless ☐ Gas ☐ Electric	☒		
Generator: ☐ Electric ☐ Propane ☐ Natural Gas		☒	
Storm Shutters Panels: ☐ Electric ☐ Manual ☐ Both		☒	
Awnings: ☐ Electric ☐ Manual			
Propane Tank: ☒ Owned ☐ Leased	☒		
Central Vac System Equip + Accessories			
Security Gate Remotes(s): Qty			
Garage Door Opener(s): Qty			
Garage Door Remote(s): Qty <u>2</u>	☒		
Smart Doorbell	☒		
Smart Thermostat(s) Qty <u>2</u>	☒		
Summer Kitchen Grill			
Pool: ☒ Salt ☐ Chlorine	☒		
Pool Heater: ☐ Gas ☒ Elec ☐ Solar	☒		
Hot Tub Spa: Heated: Yes ☒ No			
Pool Cleaning Equipment		☒	
Pool - Child Fence Barrier			☒
Storage Shed		☒	
Potted Plants Lawn Ornaments Fountains	☒		
Intercom		☒	
TV's: Qty TV Mounts: Qty <u>1</u>			
Security System: ☐ Owned ☐ Leased Cameras: ☒ Yes ☐ No			
Surround Sound (With Components) Speakers: ☒ Yes ☐ No			
Satellite Dish TV Antenna ☐ Leased ☐ Owned		☒	
Other Notes:			

Seller 1: David M. Preston Date: Mar 26, 2026

Buyer 1: _____ Date: _____

Seller 2: Kimberly S. Preston Date: Mar 20, 2026

Buyer 2: _____ Date: _____



FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

Property Information

Address: 2395 BROOKSIDE WAY INDIALANTIC FL 32903		
Home Warranty: Yes	No ☒	If yes, Company Number:
Lawn Service Number: Shades of Green. 321 216 7312		Pool Company Number: SaveABuck Pool Svc 321 508 3872
Pest Company Number: Honor Svc	Termite Company Number: Honor Svc 321 327 2950	Transferable Bond: Yes No

Utility Information

Trash Pick-Up Days	Trash:	Yard:	Recycle:
Mon/Thur	Thur	Wed	
Approximate Utility Cost Per Month	Electric:	Gas:	Water:
300	200	100	
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:	2020	Heating & A/C System Age:	2021 - 5 yr	Water Heater Age:	2021 - 5 years
Water Level at Dock:	6 ft	Waterfront Footage:	Unknown	Age of Seawall	
Type of Flooring:			Type of Countertops:	Granite	
Type of Fencing:			Plumbing Pipe Type	Windows/Door Type (impact, soundproof, etc.) Impact	
Property Features Updates Year:					
Pool Resurfaced and New Garage Door 2023 Dock Updates and Boat Lift 2025 Pool Basketball net & Viper Cleaner do NOT convey Annual Insurance \$6000. Have flood coverage at \$1000 that I believe is transferable. Was transferred to current owners at purchase.					

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: David M. Preston Date: March 26, 2026

Seller 2 Signature: Kimberly S. Preston Date: March 20, 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.)

Seller 1 Signature: David M. Preston Date: March 26, 2026

Seller 2 Signature: Kimberly S. Preston Date: March 20, 2026

