Buyer Info Packet

5160 Del Sol Dr., Merritt Island, FL 32952

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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:5160 Del So	l Dr., Merritt	Island, FL 32	2952
		(the "	Property")
The Property is □owner occupied □tenant occupied X unoccupied (If unoccupied, how occupied the Property? July 14, 2025	long has	it been sir	ce Seller
4. Structures Systems Appliances	<u>Yes</u>	<u>No</u>	Don't <u>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, 	X		
 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: propane tank - Suburban Propane 	× ×	□ X □	
 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: 		 	X X X

Seller (BP) (DP) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4 SPDR-4x Rev 3/25

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

4 5	Numbina	Yes	<u>No</u>	Don't <u>Know</u>
(a) (b)	Plumbing What is your drinking water source? public □private □well □other Have you ever had a problem with the quality, supply, or flow of potable water? Do you have a water treatment system? If yes, is it wowned □leased?	□ X	X	
	Do you have a ☐sewer or ★septic system? If septic system, describe the location of each system: Right side yard Are any septic tanks, drain fields, or wells that are not currently being used located			
• •	on the Property? Are there or have there been any defects to the water system, septic system, drain			×
	fields or wells? Have there been any plumbing leaks since you have owned the Property? Are any polybutylene pipes on the Property? If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain:		×	
(a) (b) (c) (d)	Roof and Roof-Related Items To your knowledge, is the roof structurally sound and free of leaks? The age of the roof is<5-7 years OR date installed Has the roof ever leaked during your ownership? 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: Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain:	x		□ X
No cer fea (a)	Pools; Hot Tubs; Spas te: Florida law requires swimming pools, hot tubs, and spas that received a tificate of completion on or after October 1, 2000, to have at least one safety ture as specified by Section 515.27, Florida Statutes. 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): Menclosure that meets the pool barrier requirements □approved safety pool cover □required door and window exit alarms □required door locks □none Has an in-ground pool on the Property been demolished and/or filled?		×	
No and to do was (a)	te: When an insurance claim for sinkhole damage has been made by the seller dipaid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller disclose to the buyer that a claim was paid and whether or not the full amount paid is used to repair the sinkhole damage. Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties? Has any insurance claim for sinkhole damage been made? If yes, was the claim paid?		×	

8 H	lomeowners' Association Restrictions; Boundaries; Access Roads	Yes	<u>No</u>	Don't <u>Know</u>
	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.	×		
	Are there any proposed changes to any of the restrictions?			×
	Are any driveways, walls, fences, or other features shared with adjoining landowners?		×	
(a)	Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?		×	
	Are there boundary line disputes or easements affecting the Property? Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse,		×	
(a)	pools, tennis courts or other areas)? Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes,		×	
(9)	been severed from the Property?		×	
(h)	If yes, is there a right of entry? ☐ yes ☐ no Are access roads ☐ private ★oublic? 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. F	invironmental			
	Was the Property built before 1978?		×	
(b)	If yes, please see Lead-Based Paint Disclosure. 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	_	×	_
(e)	located on the Property? If any answer to questions 9(b) - 9(d) is yes, please explain:			
10. G	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			
(c)	assessments affecting the Property? Is the Property subject to any Qualifying Improvements assessment per Section		×	
(d)	163.081, Florida Statutes? 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?		×	П
(e)	Have you ever had any claims filed against your homeowner's Insurance policy?		â	
I	RP. DP.			

Seller (2) and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4 SPDR-4x Rev 3/25

	Are there any zoning violations or nonconforming uses? 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	Ш		
<i>(</i> 1)	improvements or replacement of the Property?		×	
	Are any improvements located below the base flood elevation? Have any improvements been constructed in violation of applicable local		×	
(K)	flood guidelines?		×	
(I)	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	ш	^	
` ,	enforcement violations; or governmental, building, environmental and safety			
, ,	codes, restrictions or requirements?		×	
(0)	If any answer to questions 10(a) - 10(n) is yes, please explain:			
(a)	Is the Property located in a historic district?		×	
	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?		ĝ	
	If the answer to 10(q) – 10(s) is yes, please explain:			
12. E Seller : Seller's estate Buyer Seller:	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. If (If checked) Other Matters; Additional Comments: The attached addendum explanation, or comments. The attached addendum of the information provided on this form and any attachments is accurate to the information provided on the formation by Seller. Seller authorizes listing broker to provide icensees and prospective buyers of the Property. Seller understands and agrees in writing if any information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement becomes inaccurate the information set forth in this disclosure statement set in the information set forth in this disclosure statement set in the information set in the information set in the information set in the information set in the informa	contains addi ate and comp this disclosure that Seller v e or incorrect. Date:	olete to the statement of the statement	ne best o ent to rea otly notify
Seller:		Date:	August	19, 2025
	(signature) (print)			
Buyer	acknowledges that Buyer has read, understands, and has received a copy of this di	sclosure state	ement.	
D		D-1:		
Buyer:	(signature) / (print)	Date:		
Buyer:		Date:		
•	(signature) (print)			-

Flood Disclosure

		-	•	osure to a pu	rchaser of residential real
property <u>at or b</u>	efore the time the sales of	contract is exec	uted.		
Seller,	Brian Pokosh		Dianna Pokosh	, pr	ovides Buyer the following
flood disclosure	at or before the time the	sales contract	is executed.		
Property addres	SS:	5160 Del	Sol Dr., Merritt Islan	d, FL 32952	
Seller, please c	heck the applicable box in	ı paragraphs (1) and (2) below.		·
		FLOO	D DISCLOSURE		
	e: Homeowners' insurance	•	~	-	ulting from floods. Buyer is r's insurance agent.
includin (2) Seller I to, assis (3) For the comple a. b.	stance from the Federal E purposes of this disclosul te inundation of the prope The overflow of inland or	im with the Nat d federal assist emergency Man re, the term "flo rty caused by a tidal waters. ccumulation of inage ditch.	ional Flood Insurance ance for flood damage agement Agency. oding" means a generary of the following:	Program. e to the properation	erty, including, but not limited
Seller: More	ian Bokeys	h		Date:	August 19, 2025
Seller:	ty V	• 		Date:	August 19, 2025
	<u>-</u>				
Copy provided	I to Buyer on	b	y	le	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:

	Brian Pokosh	Dianna Pokosh	(SELLER)
anc			(BUYER)
con	cerning the Property described as $_$	5160 Del Sol Dr., Merritt Island, FL 3295	2
Bu	yer's Initials	Seller's Initials \mathcal{BP}	<u> </u>
	B. HOMEOV	/NERS' ASSOCIATION/COMMUNITY DISCLOSURE	
PΑ	RT A. DISCLOSURE SUMMARY		
IF	THE DISCLOSURE SUMMARY R	EQUIRED BY SECTION 720.401, FLORIDA STATUTE	S, HAS NOT BEEN
		PURCHASER BEFORE EXECUTING THIS CONTRAC	
		BY DELIVERING TO SELLER OR SELLER'S AGENT OF	
		'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER	
		TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURI FFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SH	
	OSING.	TIECT. BUTER'S RIGHT TO VOID THIS CONTRACT SIT	ALL ILINIMATE AT
		CONTRACT UNTIL BUYER HAS RECEIVED AND READ	THIS DISCLOSURE
		Hacienda Del Sol Estates	THIS DISCLOSURE.
DIS	closure Summary For	(Name of Community)	
1	AS A DUVED OF DEODEDTY IN	THIS COMMUNITY, YOU WILL BE OBLIGATED TO B	E A MEMBER OF A
١.	HOMEOWNERS' ASSOCIATION ("/		E A WEWDER OF A
2.		RECORDED RESTRICTIVE COVENANTS ("COVENANTS	S") GOVERNING THE
	USE AND OCCUPANCY OF PROP	ERTIES IN THIS COMMUNITY.	•
3.		ASSESSMENTS TO THE ASSOCIATION. ASSESSMENT	
		CABLE, THE CURRENT AMOUNT IS \$_250 F TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY	
		MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE C	
	\$ PER		51414E14174W0011110
4.		Y SPECIAL ASSESSMENTS TO THE RESPECTIVE MUN	ICIPALITY, COUNTY,
_		SSMENTS ARE SUBJECT TO PERIODIC CHANGE.	D)/ / 1441/D4TOD)/
5.		CIAL ASSESSMENTS OR ASSESSMENTS LEVIED DULD RESULT IN A LIEN ON YOUR PROPERTY.	BY A MANDATORY
6		N TO PAY RENT OR LAND USE FEES FOR RECREA	TIONAL OR OTHER
٠.		S AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWN	
	IF APPLICABLE, THE CURRENT A		
7.		HE RIGHT TO AMEND THE RESTRICTIVE COVENA	
Ω		NMEMBERSHIP OR THE APPROVAL OF THE PARCEL C N THIS DISCLOSURE FORM ARE ONLY SUMMARY IN	
Ο.		OU SHOULD REFER TO THE COVENANTS AND	
	GOVERNING DOCUMENTS BEFOR		7,0000,7,11011
9.		ER MATTERS OF PUBLIC RECORD AND CAN BE OF	
		WHERE THE PROPERTY IS LOCATED, OR ARE NOT R	ECORDED AND CAN
	BE OBTAINED FROM THE DEVELO	JPER.	
DA	TE	BUYER	
υ Α	16	DOTEIX	
DA	 TE	BUYER	
	je 1 of 2 B. HOMEOWNERS' ASSOCIAT		(SEE CONTINUATION)
	7 Rev. 10/21 © 2021 Florida Realtors® and The Flori		(::::::::::::::::::::::::::::::::

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART B.

The Property is	located in a	communit	y with a man-	datory home	owners'	association or	an associatio	n that may	require the	payment
of assessments	, charges, c	or impose	restrictions or	n the Propert	y ("Ass	ociation").				

	ontact Person			Contact Ferson	
an				Contact Person	
	as of the C and fees.	losing Date and any f Management Comp	fees the Association cha	ges to provide information about the Propenents, special assessments or rent/land	erty, assessment(s)
	after the Ef shall pay al Seller shall Seller (i the assess	fective Date and prior Il such assessment(s) pay all installments v f left blank, then Buye ment in full prior to	r to the Closing Date, an) prior to or at Closing; o which are due before Clo er) shall pay installments or at the time of Closir	exist as of the Effective Date, or any assessed are due and payable in full prior to Closin r, if any such assessment(s) may be paid in sing Date, prior to or at Closing, and (CHEC due after Closing Date. If Seller is checked. g. painst the Seller or the Property by the Asso	g Date, then Selle n installments, ther CK ONE): Buye d, Seller shall pay
	\$	per	for	to	
		•		to	
				to	
2.	(a) Buyer shall its governin	pay any application, in ng documents or appli	icable Florida Statutes. I	CIATION CHARGES: membership or other fees charged by Asso f applicable, the current amount(s) is: to	·
	transaction or the then 5) days price approval process in Association grequired by the obtain Association or the transaction or the transaction of the transaction of the transaction or transaction or the transaction or transaction	e Buyer is required, the control of the Closing. Within the with Association. But overning documents Association, provide on approval. If approval.	his Contract is contingen n (if left blank, to uyer shall pay application or agreed to by the para for interviews or persoroval is not granted with	ONE): is is is not required. If Association to upon Association approval no later than then 5) days after Effective Date, the Sellor and related fees, as applicable, unless others. Buyer and Seller shall sign and delivities. Buyer and Seller shall sign and delivities all appearances, if required, and use diliging the stated time period above, Buyer rising Buyer and Seller from all further oblinations.	(if left blank er shall initiate the erwise provided for er any documents ent effort to timely may terminate this



PERSONAL PROPERTY INVENTORY

Seller 1:	Seller 2:						
Brian Pokosh	Dianna Pokosh						
Property Address:							
5160 Del Sol Dr., Merritt Island, FL 32952							

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 pr	operty an	d <u>WILL NOT</u> convey <u>N/A</u> = It's <u>NOT ON THE PROPE</u>	RTY and	doesn'	't apply
Item	Yes	No	N/A	Item	Yes	No	N/A
Range (Oven & Cooktop):Electric Gas	×			Water Heater(s): Qty 3 X Tankless Gas X Electric	×		
Wall Oven(s):ElectricGas			×	Generator:ElectricPropaneNatural Gas	×		
Cooktop:ElectricGas			×	Storm Shutters Panels:ElectricManualBoth			×
Refrigerator with Freezer	X			Awnings:ElectricManual			X
Microwave Oven	×			Propane Tank:Owned X_Leased	×		
Dishwasher	×			Central Vac System Equip + Accessories			×
Disposal	X			Security Gate Remotes(s): Qty_2_	X		
Water Softener Purifier X Owned Leased	×			Garage Door Opener(s): Qty_3_	×		
Bar Refrigerator	×			Garage Door Remote(s): Qty 1	X		
Separate Refrigerator Freezer Stand Alone Ice Maker	×			Smart Doorbell	×		
Wine Cooler			×	Smart Thermostat(s) Qty_3_	×		
Compactor			X	Summer Kitchen Grill	X		
Washer	×			Pool: X_SaltChlorine	×		
Dryer: X ElectricGas	X			Pool Heater: X Gas X Elec Solar	×		
Chandelier/Hanging Lamp Qty ALL	×			Hot Tub Spa: Heated: ★Yes No	×		
Ceiling Paddle Fan Qty ALL	×			Pool Cleaning Equipment	×		
Sconce(s): Qty_ALL_	X			Pool – Child Fence Barrier			X
Draperies: Qty_ALL_ Rods: Qty_ALL_	×			Storage Shed	×		
Plantation Shutters: Qty_ALL_	X			Potted Plants Lawn Ornaments Fountains	X		
Shades Blinds: Qty			×	Intercom			×
Mirrors Location: ALL	×			TV's: Qty ALL TV Mounts: Qty ALL	×		
Fireplace(s) Qty_1 Wood BurningGasBoth	×			Security System:OwnedLeased Cameras:X_YesNo	×		
Boat Lift: Weight Davits:ElectricManual			×	Surround Sound (With Components) Speakers:No	×		
Appliances Leased Describe:			×	Satellite Dish TV Antenna LeasedOwned			×
Pool Table Game Table			×	Other Notes:			
Seller 1: Bourne Belough	Da	te: <u>Au</u>	g 19, 2025	Buyer 1:	Dat	te:	
Seller 2:	Dat	e: <u>Au</u>	g 19, 2025	Buyer 2:	Dat	e:	
<u> </u>			_				



FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

Property Information										
Address:										
		5160 Del	Sol Dr	Merritt Islan	d. FL 329	52				
	npany Num		,		-,					
Lawn Service Number:			Pool Comp	pany Number:						
Lawii Service Nulliber.			Pool Collip	Jany Number.						
Hannah's Garder	n	Tamaita	Camanau		A	pple Pod	ol Servi		Vaa	Na
Pest Company Number:		rermite	Company N	umber:				Transferable Bond:	Yes	No
Turf Masters										
Utility Information Trash Pick-Up Days Trash: Yes	ard:	Recycle	· ·							
M/Th Approximate Utility Cost Per Month	Fric Electric:	aay Gas:	Frid v	ay Vater:	Heat	Source:	Electric	Gas		
7,44	450		60	50			X			
Water Source: City Water Well	100		ler System R		II City	Reclaim				
×				×						
Plumbing Source: Sewer Septic	Septic L	ocation:								
×					Right si	de yard				
Property Specifics										
Roof Age:		Heating & A/C S	ystem Age:			Water He	ater Age:			
W. D. H. (D. I		W	2019							
Water Depth at Dock:		Waterfront Foot	front Footage: Type of Fencing:							
Type of Flooring:			Type of Countertops:							
7,77				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
Property Features Updates Year:										
Kitchen - 2022										
Guest Suite / Bathroom - 2023										
Jack and Jill Bathroom - 2023										
Ensuite Bathroom - 2023										
Ensuite bathroom upstairs - 2023										
Dressing room / closet - 2022										
Are You Providing a Copy of:										
Wind Mitigation: Yes No	Four-P	Point Inspection:	Yes	No		Survey:	Yes	No		
×				X				×		
Insurance Declaration Page: Yes No	Appro	ximate Insurance	Cost Per Ye	ar:						
	<u> </u>									
Seller 1 Signature:	. Ha	//		Data	: Augu	st 19. 20)25			
	1/3	rugh								
Seller 2 Signature:	. 1/			Date	: Augu	st 19, 20	025			



FREQUENTLY ASKED QUESTIONS

Property Defects

Important Information for Prospective Buyers

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:

Seller 2 Signature:

Date: August 19, 2025 Date: August 19, 2025

