# Buyer Info Packet

2748 Whistler St West Melbourne FL 32904

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2748 Whistler St West Melbourne FL 32904

#### Seller's Property Disclosure - Residential

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

Seller makes the following disclosure regarding the property described as:

**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.

		(the "P	roperty")
The Property is □owner occupied □tenant occupied □unoccupied (If unoccupied, how occupied the Property?	long has i	t been sinc	e Seller
Structures; Systems; Appliances	<u>Yes</u>	<u>No</u>	Don't <u>Know</u>
<ul><li>(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?</li><li>(b) Is seawall, if any, and dockage, if any, structurally sound?</li></ul>			
<ul> <li>(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?</li> <li>(d) Does the Property have aluminum wiring other than the primary service line?</li> <li>(e) Are any of the appliances leased? If yes, which ones:</li></ul>			
<ul> <li>2. Termites; Other Wood-Destroying Organisms; Pests</li> <li>(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?</li> <li>(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?</li> <li>(c) If any answer to questions 2(a) - 2(b) is yes, please explain:</li> </ul>			
Annual Treatment Pest Control  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:			

Seller ( ) 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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<sup>&</sup>lt;sup>1</sup> Johnson v. Davis, 480 So.2d 625 (Fla. 1985).

4 D	Ikia	<u>Yes</u>	<u>No</u>	Know
(a) (b)	lumbing 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 □ owned □ leased?			
	Do you have a ☑sewer or □septic system? If septic system, describe the location of each system:			
(f) (g)	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?			
(i)	If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain:			
(a)	Roof and Roof-Related Items  To your knowledge, is the roof structurally sound and free of leaks?  The age of the roof is years OR date installed2021			
(c)	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?			
(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:     Long room, but roof   replaced iv.			
No cer fea (a)	Pools; Hot Tubs; Spas  Ite: Florida law requires swimming pools, hot tubs, and spas that received a rifficate of completion on or after October 1, 2000, to have at least one safety lature 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):  □ enclosure that meets the pool barrier requirements □ approved safety pool cover □ required door and window exit alarms □ equired door locks □ none has an in-ground pool on the Property been demolished and/or filled?			
No an to wa (a)	Sinkholes  In the term of the seller of the seller of paid by the insurance claim for sinkhole damage has been made by the seller of paid 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 as used to repair the sinkhole damage.  In Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?  If yes, was the 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  If any answer to questions 7(a) - 7(b) is yes, please explain:			

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	Double Device De	<u>Yes</u>	<u>No</u>	Don't <u>Know</u>
(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.	Ø		
	Are there any proposed changes to any of the restrictions?			
(c)	Are any driveways, walls, fences, or other features shared with adjoining			
	landowners? Are there any encroachments on the Property or any encroachments by the		<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	
	Property's improvements on other lands?			
(e) (f)	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,		LY	
	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?			
(h)	If yes, is there a right of entry? ☐ yes ☐ no Are access roads ☐ private ☑ fublic? 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:			
(a)	nvironmental Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.		ď	
(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			П
(c)	soil or water? Has there been any damage, clean up, or repair to the Property due to any of the			
197 - 21	substances or materials listed in subsection (b) above?			
	Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?  If any answer to questions 9(b) - 9(d) is yes, please explain:			
(6)	If any answer to questions $o(b) = o(a)$ to yee, produce explains			
10 0	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			
18.1-16	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?			
(e)	Have you ever had any claims filed against your homeowner's Insurance policy?			
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(f)	Are there any zoning violations or nonconforming us	ses?		to	
(g)	Are there any zoning restrictions affecting improvement the Property?	nents or replacement of		tt/	
33 (2)	o any zoning, land use or administrative regulations conflict with the existing se of the Property?			0/	
	Do any restrictions, other than association or flood a improvements or replacement of the Property? Are any improvements located below the base flood				
(k)	Have any improvements been constructed in violation flood guidelines?	on of applicable local		d	
	Have any improvements to the Property, whether by constructed in violation of building codes or without	necessary permits?			
25 8	Are there any active permits on the Property that had a final inspection?	ave not been closed by		alpha	
2 3	Is there any violation or non-compliance regarding a enforcement violations; or governmental, buildin codes, restrictions or requirements?  If any answer to questions 10(a) - 10(n) is yes, plea	g, environmental and safety			
	L. U December leasted in a historia district?				
(p)	Is the Property located in a historic district? Is the Seller aware of any restrictions as a result district?	of being located in a historic			
	Are there any active or pending applications or pern the historic district?  Are there any violations of the rules applying to pro				
(t)	1 40/ \ 40/ \ :	:			
11. i (a)	Foreign Investment in Real Property Tax Act ("FIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	tion 1445			
12. i	☐ (If checked) Other Matters; Additional Comme	ents: The attached addendum con	tains add	litional in	formation,
Seller	represents that the information provided on this form is knowledge on the date signed by Seller. Seller au licensees and prospective buyers of the Property. In writing if any information set forth in this disclosure	thorizes listing broker to provide this Seller understands and agrees the	at <b>Seller</b>	will prom	ent to rear
Seller	: Kosalii K Aue 1	Rosalie R. Hue	Date:	7-3-	25_
Seller	(signature) / // (signature)	(print)	Date		
			ocuro eta	tomont	
Buyer	acknowledges that <b>Buyer</b> has read, understands, a	and has received a copy of this disci			
-	r: / / (signature)	(print)			
Buye	r: // (signature)	(print)	Date		

Seller (\_\_\_\_\_) and Buyer (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 4

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## **Flood Disclosure**

Rosalie R. Hue	, provides Buyer the following
at or before the time the sales contract is executed.	
ss: 2748 Whistler St West Me	bourne FL 32904
neck the applicable box in paragraphs (1) and (2) below.	
FLOOD DISCLOSURE	
e: Homeowners' insurance policies do not include coveraç discuss the need to purchase separate flood insurance co	ge for damage resulting from floods. Buyer is overage with Buyer's insurance agent.
□ has      has not filed a claim with an insurance provider not not limited to, a claim with the National Flood Insur not has      has not received federal assistance for flood dastance from the Federal Emergency Management Agency purposes of this disclosure, the term "flooding" means a set inundation of the property caused by any of the following. The overflow of inland or tidal waters.  The unusual and rapid accumulation of runoff or surface as a river, stream, or drainage ditch.  Sustained periods of standing water resulting from rainfalls.	rance Program.  amage to the property, including, but not limited y. general or temporary condition of partial or ng:  e waters from any established water source, such
Esalii X Mue	Date:
	2748 Whistler St West Me  2748 Whistler St W

## 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: (SELLER) Rosalie R. Hue \_\_\_ (BUYER) concerning the Property described as 2748 Whistler St West Melbourne FL 32904 Seller's Initials Buyer'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. Westbrooke Disclosure Summary For \_\_\_\_\_ (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"). THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 105 PER MONTH 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 YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY. 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. PER IF APPLICABLE, THE CURRENT AMOUNT IS \$\_ 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. 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. 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. BUYER DATE **BUYER** DATE

## B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

#### PART B.

The of a	Property is located in a community with a mandatory homeousessments, charges, or impose restrictions on the Propert	owners' association or an association that may require the payment y ("Association").
1.	transaction or the Buyer is required, this Contract is conting then 5) days prior to Closing. Within (if left bla approval process with Association. Buyer shall pay application approval by the Association, provide for interviews or people obtain Association, approval. If approval is not granted	CK ONE): is is not required. If Association approval of this ngent upon Association approval no later than (if left blank, ink, then 5) days after Effective Date, the Seller shall initiate the ation and related fees, as applicable, unless otherwise provided for a parties. Buyer and Seller shall sign and deliver any documents ersonal appearances, if required, and use diligent effort to timely within the stated time period above, Buyer may terminate this eleasing Buyer and Seller from all further obligations under this
2.	PAYMENT OF FEES, ASSESSMENTS, AND OTHER AS  (a) Buyer shall pay any application, initial contribution, an its governing documents or applicable Florida Statute	d/or membership or other fees charged by Association pursuant to
	\$ perfor	to
	s per for	to
	\$ per for	to
	\$ for	totototototototo
	after the Effective Date and prior to the Closing Date shall pay all such assessment(s) prior to or at Closin Seller shall pay all installments which are due before ☐ Seller (if left blank, then Buyer) shall pay installmente assessment in full prior to or at the time of Cl Seller shall pay, prior to or at Closing, all fines impose as of the Closing Date and any fees the Association and fees.	e, and are due and payable in full prior to Closing Date, then Sellering; or, if any such assessment(s) may be paid in installments, then Closing Date, prior to or at Closing, and (CHECK ONE): ☐ Buyerents due after Closing Date. If Seller is checked, Seller shall paylosing.  The dead against the Seller or the Property by the Association which exist charges to provide information about the Property, assessment(s)
	l payable, is/are:	essments, special assessments or rent/land use fees are due
5:	Keys Property Management Enterprise, Inc 505 N. Atlantic Ave, Ste 207, Cocoa Beach, FL 32931 Intact Person	Contact person
		Phone
Phone 321.784.8011		
Em	aail	Email
	ditional contact information can be found on the Assoc w. https://www.keysenterprise.net/	ciation's website, which is:

