

Buyer Info Packet

2207 Atlantic St. Apt 825 Melbourne Beach FL, 32951

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COMPASS



Seller's Property Disclosure - Condominium

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 10 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.

Florida law² entitles a prospective buyer, who has entered into a contract for the purchase of a condominium unit with a seller who is not a developer, at Seller's expense, to a current copy of the declaration of condominium, articles of incorporation of the association, bylaws and rules of the association, the most recent annual financial statement and annual budget and the "Frequently Asked Questions and Answers" document, if buyer requests these in writing. These documents, and meeting agendas and minutes, contain important matters to be considered before acquiring a condominium unit, such as recurring dues or fees; special assessments; capital contributions, penalties; and alteration, leasing, parking, pet, resale, vehicle and other types of restrictions.

Except for information provided in paragraph 6, 7, 8 and 9, the following information is only about the individual Unit specified below and not about any limited common element, any common element or the condominium association ("Association").

Seller makes the following disclosure regarding the property described as: 2207 Atlantic Street #825, Melbourne Beach, FL 32951 (the "Unit").

The Unit is owner occupied tenant occupied unoccupied (if unoccupied, how long has it been since Seller occupied the unit? _____)

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Is the roof a common element maintained by the Association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) To your knowledge, is roof of Unit structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Are other structures, including ceilings; walls; doors and windows structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Has any additional structural reinforcement been added to the Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are heating and cooling systems common elements maintained by the Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) To your knowledge, are heating and cooling systems in working condition, i.e., operating in a manner in which the item was designed to operate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Are existing major appliances and mechanical and electrical systems in working condition, i.e. operating in a manner in which the item was designed to operate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Are any of the appliances leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, which ones: _____			
(i) If the answer to questions 1(b), 1(c), 1(f), 1(g) is no, or if 1(d) is yes, please			

¹ Johnson v. Davis, 480 So.2d 625 (Fla. 1985).
² Section 718.503(2), Florida Statutes.

Seller (DEB) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

explain: _____

	Yes	No	Don't Know
2. Termites; Other Wood Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present in the Unit or has the Unit had any structural damage by them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Unit 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>Treated as requested</u>			
3. Water Intrusion; Plumbing; Flood Insurance			
(a) Has past or present water intrusion or flooding affected the Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are polybutylene pipes present in the Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Have past or present plumbing leaks or backups affected the Unit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Have there been any leaks or water intrusion from units above or adjacent to your Unit or leaks or water intrusion from your Unit to units below or adjacent to it?	<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) If any answer to questions 3(a)-3(d) is yes, please explain: _____			
4. Fire Protection; Improvements; Alterations			
(a) Does the Unit have sprinklers for fire protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If no, has the Association voted to forego retrofitting each unit with a fire sprinkler system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have any improvements or alterations to the Unit, whether by you or by others, been made without obtaining required Association approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Have any improvements or alterations to the Unit, whether by you or by others, been made in violation of building codes or zoning restrictions or without necessary permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any improvements located below the base flood elevation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have any improvements been constructed in violation of applicable local flood guidelines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there any open permits on the Unit that have not been closed by a final inspection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 4(b)-4(f) is yes, please explain: _____			
5. Hazardous Substances			
(a) Was the Property built before 1978?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, please see Lead-Based Paint Disclosure.			
(b) Does anything exist in the Unit that may be considered a hazardous substance, including, but not limited to, lead-based paint; asbestos; mold; radon gas; urea formaldehyde; methamphetamine contamination; or defective drywall?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has there been any damage, clean up or repair to the Unit due to any of the substances or materials listed in subparagraph (b) above?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any answer to questions 5(b)-5(c) is yes, please explain: _____			
6. Limited Common Elements			
(a) Are there any amenities outside the Unit, such as designated parking space(s), storage closet(s), boat slip(s), cabana(s), garage(s), carport(s), etc. that are for your exclusive use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please identify the amenity and whether a separate deed or other legal document grants the exclusive right to use: <u>Storage room</u> <u>2 parking spaces</u>			

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

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
7. The Association			
(a) Is there any proposed change to the Association's governing documents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Is there any proposed plan to materially alter the common elements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is there any existing or threatened legal action by or against the Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Has the Association ever been, or is it currently, involved in litigation or a claim over construction defects or defective building products?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) To your knowledge, is there any discussion of a conversion of the Condominium to something else?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) To your knowledge, is there any effort by an investor or investor group to purchase units in the complex?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Has an increase in fees or assessments been approved but not yet implemented?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Is any portion of the Association's property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) Is any portion of the Association's property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(j) Does any past or present settling, soil movement, or sinkhole(s) affect any portion of the Association's property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(k) Has there been any structural damage to any portion of the Association's Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(l) Has any additional structural reinforcement been added to any portion of the Associations' property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) Are there any rental restrictions by the Association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) Are there any pet restrictions by the Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(o) If any answer to questions 7(a)-7(n) is yes, please explain: <u>Rental Restrictions Petsize restrictions</u>			

8. Milestone Inspection & Structural Integrity Reserve Study (F.S. 553.899)

(a) Has anything appeared in the Association Agendas and or the Minutes regarding Milestone Inspection & Structural Integrity Reserve Study for your complex? _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Association budgeted for the cost of hiring an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Has the Association hired an engineer to complete the Milestone Inspection & Structural Integrity Reserve Study yet? _____ If yes, what is the expected completion date for them? _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Has the Association passed or discussed raising fees or doing a Special Assessment to pay for costs associated with complying with the Milestone Inspection and/or Structural Integrity Reserve Study? _____ If yes, explain _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Note: Further information may be disclosed by using the Milestone Inspection and Structural Integrity Reserve Study Disclosure)

9. 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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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10. (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanations or comments.

Seller (Signature) (_____) and Buyer (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

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: David E. Stryker / David E. Stryker Date: 12-24-24
(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)

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

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 E. Stryker, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

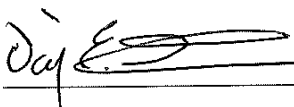
Property address: 2207 Atlantic Street #825, Melbourne Beach, FL 32951

Seller, please check the applicable box in paragraphs (1) and (2) 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 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.
- (2) Seller has has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (3) 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 E. Stryker*

Seller: _____

Date: 12-4-24

Date: _____

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

eSign ID: 8370ae42-9249-449c-8998-30bb2590f252



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 E. Stryker (SELLER) and _____ (BUYER) concerning the Property described as 2207 Atlantic St #825, Melbourne Beach, FL 32951

Buyer's Initials _____ Seller's Initials DES

A. CONDOMINIUM RIDER

If Property is part of a master or other homeowners' association, Seller shall complete Rider B. HOMEOWNERS' ASSOCIATION / COMMUNITY DISCLOSURE for further information including additional assessments and fees. If Property is part of more than one condominium association, Seller shall also complete a separate Rider A. CONDOMINIUM RIDER for EACH condominium association.

The condominium association ("Condominium Association") to which this Condominium Rider is applicable, and any management company, and to which assessments, special assessments, and/or rent/land use fees are due and payable, is/are:

Association	Management Company
<u>The Breakers Condominium Assoc. of Melbourne Beach, Inc.</u>	<u>The Breakers Condominium</u>
Contact Person <u>Ed O' Donnell</u>	Contact Person <u>Thomas Gonzalez</u>
Phone <u>(321) 727-0007</u>	Phone <u>(321) 727-0007</u>
Email <u>edothebreakers@gmail.com</u>	Email <u>managerthebreakers@gmail.com</u>

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

1. CONDOMINIUM ASSOCIATION APPROVAL:

The Condominium Association's approval of Buyer (CHECK ONE): is is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than 10 (if left blank, then 5) days prior to Closing. Within 3 (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Condominium Association and provide Buyer with a copy of the current application for approval, and Buyer shall promptly apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Condominium Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract is terminated and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. RIGHT OF FIRST REFUSAL:

- (a) The Condominium Association (CHECK ONE): has does not have a right of first refusal (a "Right") pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
- (b) The members of the Condominium Association (CHECK ONE): have do not have a Right.
- (c) If either the Condominium Association or the members have a Right, then Buyer and Seller shall, within 3 (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and promptly process the matter with the Condominium Association and members, including personal appearances, if required

A. CONDOMINIUM RIDER (CONTINUED)

- (d) If the Condominium Association or a member timely exercises a Right, this Contract is terminated and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract.
- (e) If, within the time permitted for exercise of the Right, the Condominium Association, the members of the Condominium Association, or both, either (i) provide written confirmation to Buyer that the Right will not be exercised, or (ii) fail to timely exercise the Right, then this Contract shall proceed to Closing as otherwise provided herein.

3. FEES; ASSESSMENTS; PRORATIONS; LITIGATION:

- (a) Condominium Association assessment(s) and rents: Seller represents that the current Condominium Association regular periodic assessment(s) installments is/are \$ 1,200.00 payable (CHECK ONE): monthly quarterly semi-annually annually and the current rent on recreation areas, if any, is \$ _____ payable (CHECK ONE): monthly quarterly semi-annually annually

All regular periodic assessments levied by the Condominium Association and rent on recreational areas, if any, shall be made current by Seller at Closing. Association assets and liabilities, including Association reserve accounts, shall not be prorated.

- (b) Fines: Seller shall, at Closing, pay all fines imposed against the Property by the Condominium Association as of Closing Date and remedy all open violations of rules and regulations noticed to Seller in the Condominium Association official records.
- (c) Special Assessments:
 - (i) If the Condominium Association has levied any special or additional assessments as of the Effective Date, then (CHECK ONE): Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.
 - (ii) If the Condominium Association levies any special or additional assessments after the Effective Date and prior to the Closing Date, then (CHECK ONE): Buyer Seller (if left blank, then Seller) shall pay all such assessment(s) in full prior to or at Closing.
 - (iii) Notwithstanding the provisions of (i) or (ii) above, if any special or additional assessments may be paid in installments, and the Condominium Association will allow Buyer to assume installments scheduled to be paid after Closing, then Seller shall, prior to or at Closing, pay all installments which are payable on or before Closing Date, and (CHECK ONE): Buyer Seller (if left blank, then Buyer) shall pay installments payable after Closing Date. **If Seller is checked, or if the Condominium Association does not allow a Buyer to assume installments scheduled to be paid after Closing, Seller shall pay the special or additional assessment in full prior to or at the time of Closing.**
 - (iv) A special or additional assessment shall be deemed levied for purposes of this Paragraph 3 on the date when such assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5. Seller is aware of the following special or additional assessments that have been levied by the Condominium Association, or discussed at a Board meeting in the 12 months prior to the Effective Date, (include purpose(s) of assessments and amount, if known): Assessment concrete restoration \$83,333 per unit; Payment #1 \$10,000 paid Feb 2026; 6 Payments of \$10,000 each due Jul 2026 & Oct 2026 & Jan 2027 & Mar 2027 & Jun 2027 & Aug 2027; 1 Payment of \$13,000 due Sep 2027. Defer/delay SIRS reserves funding until ~~2027~~. 2028

- (d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: _____

4. SPRINKLER SYSTEM RETROFIT:

If, pursuant to Sections 718.112(2)(n), F.S., the Condominium Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Condominium Association's vote to forego such retrofitting.

5. NONDEVELOPER DISCLOSURE: (CHECK ONE):

- (a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE

A. CONDOMINIUM RIDER (CONTINUED)

DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

(b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A COPY OF THE MOST RECENT ANNUAL FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL STATEMENT AND ANNUAL BUDGET, AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. BUYER'S REQUEST FOR DOCUMENTS:

- (a) Seller shall, at Seller's expense, provide Buyer with current copies of the condominium documents specified in Paragraph 5, above, as well as the governance form described in Section 718.503(2)(b), F.S. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents, if any.
- (b) Seller shall, at Seller's expense, provide Buyer with a current copy of the following (CHECK ALL REQUESTED BY BUYER):

- Minutes of Condominium Association Board meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association Board meetings for the 12 months preceding the Effective Date
- Minutes of Condominium Association member meetings for the 12 months preceding the Effective Date
- Agendas for all Condominium Association member meetings for the 12 months preceding the Effective Date
- Insurance Declaration Pages for general liability, hazard/windstorm, and any required or existing flood policies held by the Condominium Association
- If Paragraph 9(a)(iii), 9(b)(iii), or 9(c)(iii) is checked and the referenced document is actually received by the Seller prior to Closing, then such document (i.e. the inspector-prepared summary of a milestone inspection report, a turnover report, or a structural integrity reserve study report)
- _____
- _____
- _____

THIS AGREEMENT MAY BE TERMINATED BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE BUYER RECEIVES ALL OF THE DOCUMENTS REQUESTED IN THIS SUBPARAGRAPH 6(b). BUYER'S RIGHT TO TERMINATE THIS AGREEMENT UNDER THIS SUBPARAGRAPH 6(b) SHALL TERMINATE AT CLOSING.

7. COMMON ELEMENTS; PARKING:

The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:

Parking Space(s) # 2 Garage # 825 Other: 2 spaces labeled #825 under building #2207

8. INSPECTIONS AND REPAIRS:

The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property

A. CONDOMINIUM RIDER (CONTINUED)**9. MILESTONE INSPECTION REPORT; STRUCTURAL INTEGRITY RESERVE STUDY; TURNOVER INSPECTION REPORTS:**

(a) **MILESTONE INSPECTION:** The Association (check only one option):

(i) is required to and has completed a milestone inspection report as described in Section 553.899, F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, F.S. BUT HAS NOT COMPLETED SUCH INSPECTION.

(b) **TURNOVER INSPECTION REPORT:** The Association (check only one option):

(i) is required to and has completed a turnover inspection report for a turnover inspection performed on or after July 1, 2023, as described in Section 718.301(4)(p) and (q), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. (this option should be selected if the Association was turned over prior to July 1, 2023); or

(iii) IS REQUIRED TO HAVE COMPLETED A TURNOVER INSPECTION REPORT FOR A TURNOVER INSPECTION PERFORMED ON OR AFTER JULY 1, 2023, AS DESCRIBED IN SECTION 718.301(4)(p) AND (q), F.S. BUT HAS NOT COMPLETED SUCH REPORT.

(c) **STRUCTURAL INTEGRITY RESERVE STUDY:** The Association (check only one option):

(i) is required to and has completed a structural integrity reserve study as described in Sections 718.103(26) and 718.112(2)(g), F.S. (SEE PARAGRAPH 9(d) BELOW FOR VOIDABILITY RIGHTS); or

(ii) IS NOT REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S.; or

(iii) IS REQUIRED TO HAVE COMPLETED A STRUCTURAL INTEGRITY RESERVE STUDY AS DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), F.S. BUT HAS NOT COMPLETED SUCH STUDY.

(NOTE: The definition of "structural integrity reserve study" is found in Section 718.103(28), F.S.)

(d) **CHECK ONLY ONE BOX BELOW IF** the Association has completed a milestone inspection (Paragraph 9(a)(i), above, is checked), or a turnover inspection report (Paragraph 9(b)(i), above, is checked), or a structural integrity reserve study (Paragraph 9(c)(i), above, is checked):

(i) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE, MORE THAN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, BEFORE EXECUTION OF THIS CONTRACT.

(ii) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 7 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE INSPECTOR-PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES, IF APPLICABLE; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES, IF APPLICABLE; AND A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF APPLICABLE. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 7 DAYS, EXCLUDING SATURDAYS,

A. CONDOMINIUM RIDER (CONTINUED)

SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES A CURRENT COPY OF THE INSPECTOR- PREPARED SUMMARY OF THE MILESTONE INSPECTION REPORT AS DESCRIBED IN SECTION 553.899, FLORIDA STATUTES; A COPY OF THE TURNOVER INSPECTION REPORT DESCRIBED IN SECTION 718.301(4)(p) AND (q), FLORIDA STATUTES; OR A COPY OF THE ASSOCIATION'S MOST RECENT STRUCTURAL INTEGRITY RESERVE STUDY DESCRIBED IN SECTIONS 718.103(26) AND 718.112(2)(g), FLORIDA STATUTES, IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

- 10. CONDOMINIUMS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING.**
If applicable, pursuant to Section 718.407, F.S.:

DISCLOSURE SUMMARY

THE CONDOMINIUM IN WHICH YOUR UNIT IS LOCATED IS CREATED WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING. THE COMMON ELEMENTS OF THE CONDOMINIUM CONSIST ONLY OF THE PORTIONS OF THE BUILDING SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP.

BUYER ACKNOWLEDGES ALL OF THE FOLLOWING:

- (1) THE CONDOMINIUM MAY HAVE MINIMAL COMMON ELEMENTS.**
- (2) PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM ARE OR WILL BE GOVERNED BY A SEPARATE RECORDED INSTRUMENT. SUCH INSTRUMENT CONTAINS IMPORTANT PROVISIONS AND RIGHTS AND IS OR WILL BE AVAILABLE IN PUBLIC RECORDS.**
- (3) THE PARTY THAT CONTROLS THE MAINTENANCE AND OPERATION OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM DETERMINES THE BUDGET FOR THE OPERATION AND MAINTENANCE OF SUCH PORTIONS. HOWEVER, THE ASSOCIATION AND UNIT OWNERS ARE STILL RESPONSIBLE FOR THEIR SHARE OF SUCH EXPENSES.**
- (4) THE ALLOCATION BETWEEN THE UNIT OWNERS AND THE OWNERS OF THE PORTIONS OF THE BUILDING WHICH ARE NOT INCLUDED IN THE CONDOMINIUM OF THE COSTS TO MAINTAIN AND OPERATE THE BUILDING CAN BE FOUND IN THE DECLARATION OF CONDOMINIUM OR OTHER RECORDED INSTRUMENT.**



HOA Information

Required Information for Prospective Buyers

Property Information

Address:	2207 ATLANTIC ST UNIT 825 MELBOURNE BEACH FL 32951
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HOA Information

Property Management Company:	Breakers condominiums	Property Management Website:	melbeachbreakers.com
Contact Name:	Thomas Gazaslus	Contact Phone Number:	305-926-1622
		Contact Email:	manager@thebreakers.com
Community/Association Website:	\$1200 / Month	HOA Fees Frequency:	\$1200/month
		What does the Association Fee Include?	
Community Amenities:	Heated/chilled pool, Tennis court, Gym, Putting green		55+ Community: Yes <input checked="" type="radio"/> No
Pending Assessments:	Yes <input checked="" type="radio"/> No	If Yes, Explain and Provide the Assessment Amount:	

Buyer Information

Buyer Approval:	<input checked="" type="radio"/> Yes <input type="radio"/> No	**If Yes, Please Provide the Form**	Buyer Approval Fee Amt:	Buyer Approval Acceptance Period:
		contact assoc.		
First Right of Refusal:	<input checked="" type="radio"/> Yes <input type="radio"/> No	**If Yes, Please Provide the Form**	First Right of Refusal Fee Amt:	First Right of Refusal Acceptance Period:
		contact assoc.		

Rental Restrictions

Rentals Allowed:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tenant Approval:	Yes <input type="radio"/> No <input type="radio"/>	**If Yes, Please Provide the Form**	Tenant Approval Fee Amt:
Lease Allowed During 1 st Year:	Yes <input type="radio"/> No <input type="radio"/>	Rental Period Minimum:	Additional Info:		

Misc Restrictions

Pet Restrictions:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Total # of Pets Allowed:	2	Weight Limit:	30 lbs	Type of Pets Allowed:	Dogs, cats
In-Ground Pool Installs Allowed:	Yes <input type="radio"/> No <input checked="" type="radio"/>	RV/Boat Parking Allowed:	Yes <input type="radio"/> No <input checked="" type="radio"/>	Fencing Allowed:	Yes <input type="radio"/> No <input checked="" type="radio"/>	Truck Parking Allowed:	Yes <input type="radio"/> No <input checked="" type="radio"/>
For Sale Signs Allowed:	Yes <input type="radio"/> No <input checked="" type="radio"/>	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: 12-4-24

Seller 2 Signature: _____ Date: _____



PERSONAL PROPERTY INVENTORY

Seller 1: David E. Styker	Seller 2:
Property Address: 2207 ATLANTIC ST UNIT 825 MELBOURNE BEACH FL 32951	

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): <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <i>OR</i>	✓		
Wall Oven(s): <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <i>AND</i>	✓		
Cooktop: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <i>Conduction</i>	✓		
Refrigerator with Freezer	✓		
Microwave Oven	✓		
Dishwasher	✓		
Disposal	✓		
Water Softener Purifier <input type="checkbox"/> Owned <input type="checkbox"/> Leased	✓		
Bar Refrigerator			✓
Separate Refrigerator Freezer Stand Alone Ice Maker			✓
Wine Cooler			✓
Compactor			✓
Washer	✓		
Dryer: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas	✓		
Chandelier/Hanging Lamp Qty <u> </u>	✓		
Ceiling Paddle Fan Qty <u> </u>	✓		
Sconce(s): Qty <u>3</u>	✓		
Draperies: Qty <u> </u> Rods: Qty <u> </u>			✓
Plantation Shutters: Qty <u> </u>			✓
Shades Blinds: Qty <u>5</u>	✓		
Mirrors Location: <u>Bathroom</u>	✓		
Fireplace(s) Qty <u> </u> <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Both <i>elect x</i>	✓		
Boat Lift: Weight <u> </u> Davits: <input type="checkbox"/> Electric <input type="checkbox"/> Manual			✓
Appliances Leased Describe:			✓
Pool Table Game Table			✓

Item	Yes	No	N/A
Water Heater(s): Qty <u>1</u> <input type="checkbox"/> Tankless <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Electric	✓		
Generator: <input type="checkbox"/> Electric <input type="checkbox"/> Propane <input type="checkbox"/> Natural Gas			✓
Storm Shutters Panels: <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Both	✓		
Awnings: <input type="checkbox"/> Electric <input type="checkbox"/> Manual			✓
Propane Tank: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			✓
Central Vac System Equip + Accessories			✓
Security Gate Remotes(s): Qty <u> </u>			✓
Garage Door Opener(s): Qty <u>1</u>	✓		
Garage Door Remote(s): Qty <u>2</u>	✓		
Smart Doorbell			✓
Smart Thermostat(s) Qty <u> </u>			✓
Summer Kitchen Grill			✓
Pool: <input type="checkbox"/> Salt <input checked="" type="checkbox"/> Chlorine	✓		
Pool Heater: <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Elec <input type="checkbox"/> Solar	✓		
Hot Tub Spa: Heated: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			✓
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: <input type="checkbox"/> Owned <input type="checkbox"/> Leased Cameras: <input type="checkbox"/> Yes <input type="checkbox"/> No			✓
Surround Sound (With Components) Speakers: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	✓		
Satellite Dish TV Antenna <input type="checkbox"/> Leased <input type="checkbox"/> Owned			✓
Other Notes: <i>Conduction pots & pans</i>	✓		

Seller 1: David E. Styker Date: 12.4.24 Buyer 1: _____ Date: _____
 Seller 2: _____ Date: _____ Buyer 2: _____ Date: _____



FREQUENTLY ASKED QUESTIONS
Important Information for Prospective Buyers

Property Information

Address: 2207 ATLANTIC ST UNIT 825 MELBOURNE BEACH FL 32951			
Home Warranty: Yes <input type="radio"/> No <input checked="" type="radio"/>	If yes, Company Number:		
Lawn Service Number:	Pool Company Number:		
Pest Company Number:	Termite Company Number:	Transferable Bond: Yes <input type="radio"/> No <input type="radio"/>	

Utility Information

Trash Pick-Up Days	Trash: Thursday	Yard:	Recycle: Thursday
Approximate Utility Cost Per Month	Electric: 160 ⁰⁰	Gas: NO	Water: NO
Heat Source: Electric <input checked="" type="radio"/> Gas <input type="radio"/>	Sprinkler System Runs On: Well <input type="radio"/> City <input type="radio"/> Reclaimed <input type="radio"/>		
Water Source: City Water <input checked="" type="radio"/> Well <input type="radio"/>	Septic Location: NONE		
Plumbing Source: Sewer <input checked="" type="radio"/> Septic <input type="radio"/>			

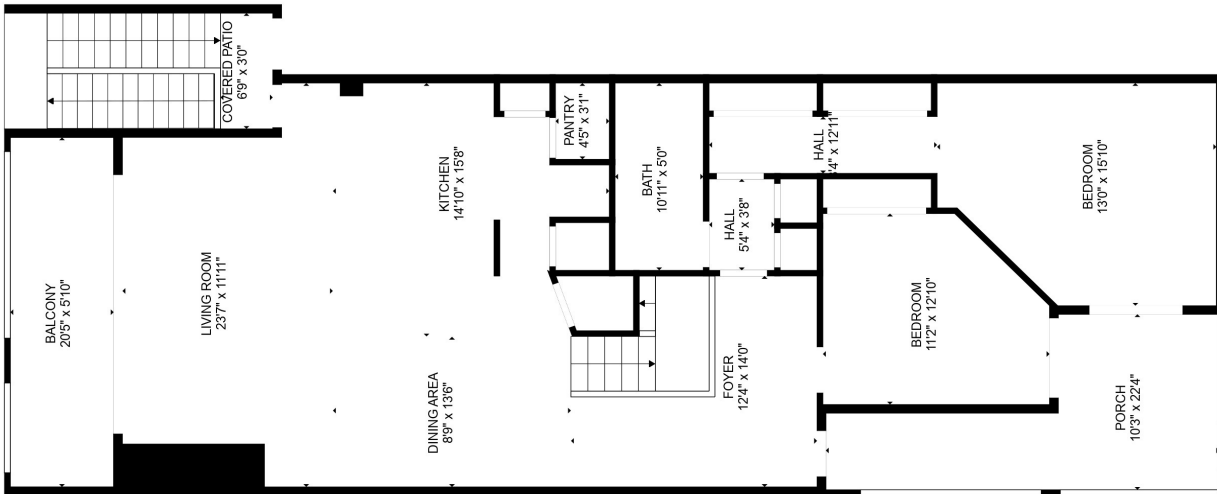
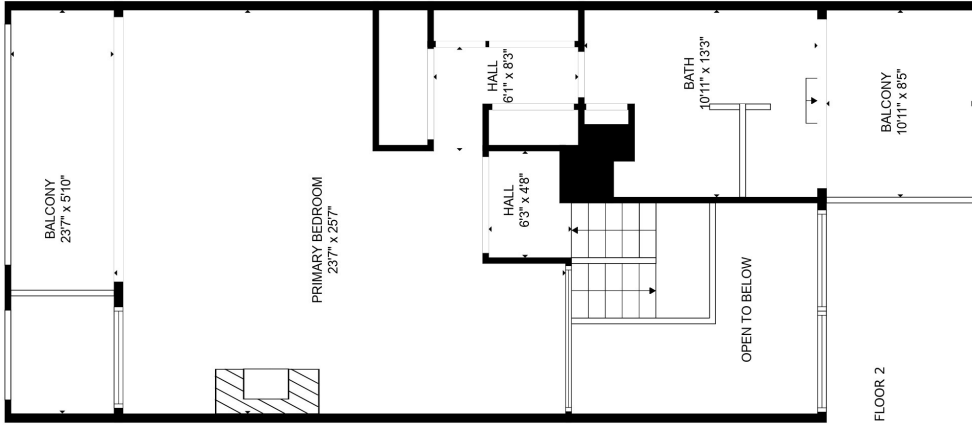
Property Specifics

Roof Age: approx 9-10 yrs.	Heating & A/C System Age: 5 years	Water Heater Age: 4 years
Water Depth at Dock:	Waterfront Footage:	Type of Fencing:
Type of Flooring: Tile	Type of Countertops: Granite	
Property Features Updates Year: Direct ocean view, walk down beach access Huge master suite 3 balconies pool is heated or chilled year round. putting green. pickleball reverse osmosis, kitchen sink		

Are You Providing a Copy of:

Wind Mitigation: Yes <input type="radio"/> No <input checked="" type="radio"/>	Four-Point Inspection: Yes <input type="radio"/> No <input checked="" type="radio"/>	Survey: Yes <input type="radio"/> No <input checked="" type="radio"/>
Insurance Declaration Page: Yes <input type="radio"/> No <input checked="" type="radio"/>	Approximate Insurance Cost Per Year: 2100.00 inside	

Seller 1 Signature: Day E Date: 12.4.24
 Seller 2 Signature: _____ Date: _____



The Breakers
Condominium Association
2051 Atlantic Street • Melbourne Beach, FL 32951
(321) 727-0007

Association Information Form

Name of Association: The Breakers Condominium Association of Melbourne Beach, Inc.
Address: 2051 Atlantic Street, Melbourne Beach, Florida 32951
Phone: (321) 727-0007
Type of Association: Condominium
Number of Buildings: 8
Number of Units: 96
Year Built: 1978

Administrative Information

Board Members:

Lisa Henderson (President)
(248)-224-2680

Ed O'Donnell (Vice President)
(860) 214-3441

Alissa Williams (Treasurer)
(269) 238-2686

Louise Hery (Secretary)
(781) 858-0266

John Adams (Director at Large)
(516) 286-2683

Property Manager: Thomas Gonzalez
(305) 926-1622

Board Meeting Dates: At least four times per year as determined by the Board.

Annual Meeting Date: First Tuesday in February of each year

Assessments: Maintenance and Reserve Fees are due on the 1st of each month.
Payments should be mailed or hand-delivered to the Association Office
at: The Breakers Condominium Association, 2051 Atlantic Street,
Melbourne Beach, Fl. 32951. Payments are \$1054.00 per month.

Website: melbeachbreakers.com (please contact the office for log-in credentials)