# Buyer Info Packet

4954 Pigeon Plum Cir, Melbourne, FL 32940

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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 law<sup>1</sup> 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.

<b>Seller</b> makes the following disclosure regarding the property described as: 4954 PIGEON	PLUM CIR ME		
		(the "	Property")
The Property is □owner occupied □tenant occupied □unoccupied (If unoccupied, how occupied the Property?	w long has	it been sin	nce Seller
1. 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> <li>(c) Are existing major appliances and heating, cooling, mechanical, electrical, security,</li> </ul>	<b>X</b>		
<ul> <li>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> <li>(f) If any answer to questions 1(a) – 1(c) is no, please explain:</li> </ul>		□ <b>X</b>	□ <b>X</b> □
<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> </ul>	_ <b>X</b>	×	
<ul> <li>(c) If any answer to questions 2(a) - 2(b) is yes, please explain:</li> <li>3. Water Intrusion; Drainage; Flooding</li> <li>(a) Has past or present water intrusion affected the Property?</li> <li>(b) Have past or present drainage or flooding problems affected the Property?</li> <li>(c) Is any of the Property located in a special flood hazard area?</li> <li>(d) Is any of the Property located seaward of the coastal construction control line?</li> <li>(e) Does your lender require flood insurance?</li> </ul>		<b>X X</b>	<b>X</b>
(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 (MB)

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

1 B	lumbing	Yes	<u>No</u>	Don't <u>Know</u>
(a)	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?		ŝ	
(d)	Do you have a □sewer or □septic system? If septic system, describe the location of each system:			
` ,	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?		×	
(h)	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:			
	Roof and Roof-Related Items	×		
(b)	To your knowledge, is the roof structurally sound and free of leaks?  The age of the roof is 13 years 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: Roof cleaning with chemicals	×		
(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:		×	
Not cer fea (a)	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):  □enclosure 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?			
7. S Not	inkholes te: When an insurance claim for sinkhole damage has been made by the seller I paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller			П
to c	lisclose 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?		×	П
	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  If any answer to questions 7(a) - 7(b) is yes, please explain:	ä	X	
. /				

0 1	lama anno and Association Destrictions Desirations Associate	<u>Yes</u>	<u>No</u>	Know
	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?			×
(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	_	_	_
(e)	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, 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 ★oublic? If private, describe the terms and			
	conditions of the maintenance agreement:			
413				
(i)	If any answer to questions 8(a) - 8(g) is yes, please explain: 8 (c) backyard fence is			
	shared with 5 neighbors			
9. E	nvironmental			
(a)	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:		^	Ц
	overnmental, 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		×	
(0)	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?		×	
1.4	1 - 42			

	Are there any zoning violations or nonconforming uses?  Are there any zoning restrictions affecting improvements or replacement of			×
	the Property?  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 improvements or replacement of the Property?		×	
	Are any improvements located below the base flood elevation?		×	
(K)	Have any improvements been constructed in violation of applicable local 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			
(n)	a final inspection? Is there any violation or non-compliance regarding any unrecorded liens; code		×	
( )	enforcement violations; or governmental, building, environmental and safety		J	
(o)	codes, restrictions or requirements?  If any answer to questions 10(a) - 10(n) is yes, please explain:		×	
(p)	Is the Property located in a historic district?		×	
(q)	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	Ш		Ш
(s)	the historic district?  Are there any violations of the rules applying to properties in a historic district?		X	
	If the answer to 10(q) – 10(s) is yes, please explain:			
12. E	(print)	ate and contains disclosu this disclosu that <b>Seller</b> or incorrect	nplete to the lire stateme will prom	ne best o ent to rea ptly notify 26, 2025
Seller:	(signature) (print)	Date	: June 2	.6, 2025
Buyer		eclosuro etc	ntoment	
buyer a	acknowledges that <b>Buyer</b> has read, understands, and has received a copy of this di	sciosure Sta	iterrient.	
Buyer:	(signature) / (print)	Date	:	
Buyer:		Date	:	
	(signature) (print)			

#### **Flood Disclosure**

3 1 12 1	Michael L Biggerstaff	Marcia M Biggerstaff	, provides Buyer the following
ilood disclo	sure <u>at or before</u> the time the sale	s contract is executed.	
Property ad	idress: 49	54 PIGEON PLUM CIR MELBOURI	NE FL 32940
Seller, pleas	se check the applicable box in para	agraphs (1) and (2) below.	
		FLOOD DISCLOSURE	
		cies do not include coverage for da separate flood insurance coverage	mage resulting from floods. Buyer is with Buyer's insurance agent.
incl (2) Sel to, (3) For	luding, but not limited to, a claim willer  has has has not received fed assistance from the Federal Emerger the purposes of this disclosure, the property case. The overflow of inland or tidal	gency Management Agency. The term "flooding" means a general of aused by any of the following: The waters. The waters of the following waters to a surface waters to a ditch.	ogram.  the property, including, but not limited
<i>O</i> V	Wish & Biggiest -	<del></del>	Date: 12 JUNE 2025  Date: 12 JUNE 2025
Seller:	Mance 18 . 15 2 gul	_	

## **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:

Michael L Biggerstaff		Marcia I	M Biggerstaff	(SELLER)
	l			(BUYER)
con	cerning the Property described as	4954 PIGEON PLUM CIR M	IELBOURNE FL 3294	10
Buy	yer's Initials	Seller's Initials	MLB	Mps
	B. HOMEOWNERS'	ASSOCIATION/COMMUNITY DIS	SCLOSURE	
PAI	RT A. DISCLOSURE SUMMARY			
PRO CO WR DIS THI CLO	THE DISCLOSURE SUMMARY REQUIRE OVIDED TO THE PROSPECTIVE PURCHNTRACT IS VOIDABLE BY BUYER BY DESTITE NOTICE OF THE BUYER'S INTESTLOSURE SUMMARY OR PRIOR TO CLOS VOIDABILITY RIGHT HAS NO EFFECT. DSING.	HASER BEFORE EXECUTING TO SELLER OR SELLENTION TO CANCEL WITHIN DSING, WHICHEVER OCCURS FIRM BUYER'S RIGHT TO VOID THIS	THIS CONTRACT F .ER'S AGENT OR R 3 DAYS AFTER R IRST. ANY PURPOR CONTRACT SHALI	FOR SALE, THIS EPRESENTATIVE ECEIPT OF THE RTED WAIVER OF L TERMINATE AT
	YER SHOULD NOT EXECUTE THIS CONTF	RACT UNTIL BUYER HAS RECEI Pineda Crossing		IS DISCLOSURE.
		(Name of Community)		
<ol> <li>2.</li> <li>3.</li> <li>4.</li> <li>6.</li> <li>7.</li> <li>8.</li> <li>9.</li> </ol>	AS A BUYER OF PROPERTY IN THIS OF HOMEOWNERS' ASSOCIATION ("ASSOCIATION ("ASSOCIATION ("ASSOCIATION ("ASSOCIATION OF PROPERTIES YOU WILL BE OBLIGATED TO PAY ASSEST TO PERIODIC CHANGE. IF APPLICABLE, AN OBLIGATION COULD RESEARCH OF THE ASSOCIATION COULD RESEARCH OF THE ASSOCIATION MEMBER APPROVAL OF THE ASSOCIATION APPROVAL OF THE ASSOCIATION MEMBER APPROVAL OF THE ASSOCIATION APPROV	ATION"). RDED RESTRICTIVE COVENANT IN THIS COMMUNITY. SSMENTS TO THE ASSOCIATION THE CURRENT AMOUNT IS \$	S ("COVENANTS") ( N. ASSESSMENTS N See pg 2 PER S IMPOSED BY TH LICABLE, THE CURF SPECTIVE MUNICIF C CHANGE. ENTS LEVIED BY DPERTY. S FOR RECREATION THE HOMEOWNER See pg 2 CTIVE COVENANTS THE PARCEL OWN Y SUMMARY IN NATENANTS AND TH	GOVERNING THE MAY BE SUBJECT See pg 2 E ASSOCIATION. RENT AMOUNT IS PALITY, COUNTY, A MANDATORY DNAL OR OTHER S' ASSOCIATION. B WITHOUT THE IERS. FURE, AND, AS A E ASSOCIATION
DA	TE BUYER	1		
DA	TE BUYER	1		

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment

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

#### PART B.

Oi as	iscosificitis, ci	larges, or impos	e restrictions	On the ric	perty ( Association	· <i>)</i> .	
	transaction of then 5) days approval prod in Association required by to obtain Association Contract, and Contract.  PAYMENT OF (a) Buyer sha	r the Buyer is reconstruction to Closing the cess with Association governing dockne Association, sittion approval. If shall be refunded in the cess of	uired, this Co.  Within ation. Buyers uments or ac provide for in If approval ded the Dep  SMENTS, Al ation, initial of	ontract is c (if lef shall pay ap greed to by nterviews o is not gra osit, there  ND OTHER contribution	contingent upon Ass t blank, then 5) da oplication and relate the parties. Buye or personal appear nted within the sta by releasing Buye R ASSOCIATION Co., and/or membersh	sociation by after ed fees, er and S rances, i ated time r and S CHARGE hip or oth	not required. If Association approval of this approval no later than (if left blank, Effective Date, the Seller shall initiate the as applicable, unless otherwise provided for seller shall sign and deliver any documents frequired, and use diligent effort to timely e period above, Buyer may terminate this eller from all further obligations under this est.  ES:  her fees charged by Association pursuant to arrent amount(s) is:
	\$	300 per_	Year	for	HOA Dues	to	Advanced Property Management Co
	\$	per		for		to	
	\$	per		for		to	
	\$	per		for		to	
	(b) If special of	or other assessn	nents levied l	ov the Asso	ociation exist as of	the Effe	ctive Date, or any assessment(s) are levied

- (b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (CHECK ONE): □ Buyer □ Seller (if left blank, then Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.
- (c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:

Pineda Crossing HOA		Advanced Property Management Company			
Contact Person Al Lopez - President  Phone		tact person Van Moore			
		ne321-636-4889			
EmailPinedaCrossingHOAB	OD@gmail.com Ema	ilvmoore@apmfla.com			
Additional contact information car	be found on the Association'	•			

## **Property Information**



Property Address: 4954 PIGEON PLUM CIR MELBOURNE FL 32940

	Utility Information		
Water: City of Melbourne Water		Phone: 321-608-7	100
Gas/Propane: Florida City Gas		Phone: 800-993-	7546
Cable: Spectrum		Phone: 855-860-9	9068
Phone: Spectrum		Phone: 855-860-9	9068
Internet: 855-860-9068		Phone: 855-860-9	
Well: N/A (see irrigation below) Serv	viced on: N/A	Phone: N/A	-
Septic: N/A Serv	viced on: N/A	Phone: N/A	#tanks: N/A
Trash: Brevard Waste Management Pick	-up Day: Tues &Fri	Phone: 321-633-2	2042
Recycle: Brevard Waste Management Pick	-up Day: Friday	Phone: 321-633-2	2042
**	HOA Information		
Management Company/Contact: Advanced P	Property Management	Phone: 321-636-4	
Website: https://www.advancedproperty.org/		Email: VMoore@	apmfla.com
Dues: Frequency: Annu	ıal		
Master Association Company/Contact:		Phone:	
Website:		Email:	
Dues: Frequency: Annu	ual		
HOA Includes: All common area maintenance	(lakes, trees,		7
Any Special Assessments or Lawsuits Pend	ling: Probably not		
Do you have the HOA Documents and Fina	ancials: Yes		
Are you current on your payments: Yes	100		
Does the Association need to approve Buy	ers: Unknown		
Mi	scellaneous Information	on	
Do you have a current survey:			
Termite Bond (Company):	Transferable:	Transfer	Fee:
Alarm System (Company): ADT	Transferable:	No Monthly	Fee:No
Liens or open Permits: N/A			
Completed Permits, Repairs, or Improvem	ents: <u>N</u> /A		
	**		
A/C age: <u>2015</u> Roof age: <u>2013</u>		ectrical updated: <u>ı</u>	Jnknown
What Flood Zone is the Property located in		STATUAL	
Approximate Utilities Cost: Electric \$100-20	00 Gas <u>\$25-35</u>	Water	
Approximate Insurance Cost Per Year:			
	Maintenance Contacts	0,000	
Lawn: LAWN PRO PLUS, INC		Phone: <u>321-458-3</u>	3515
Pool: N/A		Phone: N/A	
Irrigation: Aloha		Phone: 321-989-4	1044
Cleaning: N/A		Phone: <u>N/A</u>	
A/C: One Hour Air		Phone: (321) 844	
Pest: Slug a Bug		Phone: 321-259-7	<b>7</b> 844

### **Property Inventory**

COASTAL ESTATE TEAM
COMPASS

Owner(s): Michael L Biggerstaff Marcia M Biggerstaff

Property Address: 4954 PIGEON PLUM CIR MELBOURNE FL 32940

Water: City X Well

Irrigation: City Well X Reclaimed

\*If any items below are leased please make a note

*If any items below are leased please make a note		ONVE	rc .
ITEM		ONVEY	
	Υ	N	N/A
Appliances			
Built-In Grill		×	
Built-In Microwave	X		
Cook Top	×		
Dishwasher	×		
Dryer (Electric X Gas )	X		
Freezer		X	
Garbage Disposal	X		
Ice Maker		×	
Range/Oven (Electric Gas )	X		
Refrigerator - Kitchen	×		
Refrigerator - Secondary Full Size		×	
Trash Compactor		×	
Undercounter Refrigerator		×	
Wall Oven		×	
Washer	×		
Wine / Drink Refrigerator		X	
Other:			
Cooling / Heating Systems			
Ceiling Fan(s) # 5	×		
Central A/C # 1 Heat (Gas Elec 🗶 )	×		
Fireplace (Gas Wood Burning )		×	
Water Heater(s) # 1 (Gas X Elec )	×		
Window A/C #		×	
Other:			
Home Systems	1		
Central Vacuum		×	
Generator		×	
Intercom		X	
Security System	×		
Smoke Detector(s) # 4	X		
Speaker(s) # Location:		X	
Surround Sound (components)		X	
Surround Sound (wiring)		X	
Water Softener		X	
Other:			
Miscellaneous Interior			
Chandelier(s) # / Hanging Lamp(s) #		X	

Draperies & Nous	_
Michael L Biggerytaff	June 26, 2025
Seller	Date
Warar Biggerth	June 26, 2025
Seller	Date

ITEM	CONVEYS		
	Υ	N	N/A
Sconce(s) #		X	
Shades & Blinds	X		
Other:		X	
Garage / Gate / Mailbox			
Garage Door Remote(s) #	X		
Gate Remote(s) #			X
Mailbox Number Mailbox Key(s) #			
Other:			
Pool			
Hot Tub / Spa	X		
Pool (Inground Above Ground )		X	
Pool Barrier Fence			X
Pool Equipment			X
Pool Pump			X
Pool Salt Water System			X
Pool / Spa Heater (Gas Elec Solar )			Х
Other:			
Outdoor Systems			•
Drinking Water Well / Pump		X	
Irrigation System	X		
Irrigation Well / Pump	X		
Landscape Lighting		X	
Propane Gas Tank (Loc: )		X	
Satellite Dish		X	
Other:			
Miscellaneous Outdoor			
Awnings (Elec Manual )			X
Boat Dock / Boat Lift ( lbs.)			X
Fence	X		
Lawn / Patio Furniture		X	
Shed(s) #			X
Storm Shutters / Panels (Elec Manual 🗶 )	X		
Summer Kitchen / Barbecue		X	
Other:			
Other Items Not Listed			
RV Parking with 30 amp outlet	×		
Pergola	×		

Buyer	Date
Buyer	Date



4954 Pigeon Plum Cir, Melbourne, FL 32940