



# 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:

Kathleen Joyce Lewis, Jeffrey Michael Sargis (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as 3894 Archdale St, Melbourne, FL 32940

Buyer's Initials \_\_\_\_\_ Seller's Initials Initial  
KJL DS  
JS

## 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.

Disclosure Summary For Trasona  
(Name of Community)

- 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 \$ 490 PER Quarterly. 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 \$ \_\_\_\_\_ PER \_\_\_\_\_.
- 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. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 702.67 PER Annually.
- 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.

DATE \_\_\_\_\_ BUYER \_\_\_\_\_

DATE \_\_\_\_\_ BUYER \_\_\_\_\_

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

**PART B.**

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** The Association's approval of Buyer (**CHECK ONE**): \_\_\_ is X is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than \_\_\_\_ (if left blank, then 5) days prior to Closing. Within \_\_\_\_ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. **PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:**

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

\$ <u>490</u>	per <u>quarter</u>	for _____	to <u>Fairway Management</u>
\$ <u>720.67</u>	per <u>annually</u>	for _____	to <u>Addison Village Clubhouse</u>
\$ <u>260</u>	per <u>annually</u>	for _____	to <u>Fairway Management</u>
\$ _____	per _____	for _____	to _____

(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:**

_____	_____
Contact Person <u>Fairway Mangement</u>	Contact Person _____
Phone <u>321-777-7575</u>	Phone _____
Email <u>tomdillon@fairwaymgmt.com</u>	Email _____

**Additional contact information can be found on the Association's website, which is:**  
www. \_\_\_\_\_

# Exclusive Right of Sale Listing Agreement

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between  
 2 Kathleen Joyce Lewis, Jeffrey Michael Sargis ("Seller")  
 3 and brokerage The High Tide Group ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal  
 5 property (collectively "Property") described below, at the price and terms described below, beginning  
 6 06/26/2026 and terminating at 11:59 p.m. on 12/26/2026 ("Termination Date"). Upon  
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will  
 8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge  
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,  
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local  
 11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**  
 13 (a) **Street Address:** 3894 Archdale St, Melbourne, FL 32940

14 \_\_\_\_\_  
 15 Legal Description: TRASONA AT ADDISON VILLAGE PHASE 8 LOT 3 BLK CC  
 16 \_\_\_\_\_  See Attachment \_\_\_\_\_

17 (b) **Personal Property, including appliances:** washer/dryer and Fridge in kitchen  
 18 \_\_\_\_\_  See Attachment \_\_\_\_\_

19 (c) **Occupancy:**  
 20 Property  is  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_.

21 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:  
 22 (a) **Price:** \$735,000

23 (b) **Financing Terms:**  Cash  Conventional  VA  FHA  Other (specify) \_\_\_\_\_  
 24  Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ \_\_\_\_\_  
 25 with the following terms: \_\_\_\_\_  
 26  Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus  
 27 an assumption fee of \$ \_\_\_\_\_. The mortgage is for a term of \_\_\_\_\_ years beginning in  
 28 \_\_\_\_\_, at an interest rate of \_\_\_\_\_%  fixed  variable (describe) \_\_\_\_\_.  
 29 Lender approval of assumption  is required  is not required  unknown. **Notice to Seller:** (1) You may  
 30 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your  
 31 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required  
 32 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.  
 33 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's  
 34 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or  
 35 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are  
 36 advised to consult with a legal or mortgage professional to make this determination.

37 (c) **Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed  
 38 \$ \_\_\_\_\_, and any other expenses Seller agrees to pay in connection with a transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with  
 40 this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best  
 41 interests, cooperating and communicating with other brokers and making the property available for showings.

42 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller  
 43 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is  
 44 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public  
 45 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in  
 46 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to  
 47 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use  
 48 by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker

Seller <sup>Initial</sup> (KL) <sup>DS</sup> (JS) and Broker/Authorized Associate <sup>DS</sup> (JB) <sup>DS</sup> (KO) acknowledge receipt of a copy of this page, which is Page 1 of 5.  
 The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via  
 any field in the Multiple Listing Service.

49 otherwise in writing. The **Seller** and **Broker** agree to adhere to each local MLS's policies and further agree to  
50 execute any applicable forms as necessary.

51  
52 **6. Broker Authority: Seller** authorizes **Broker** to:

- 53 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
  - 54 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing  
55 websites, brokerage website displays (i.e. IDX or VOW unless marketing options pursuant to local MLS  
56 rules apply), email blasts, multi-brokerage listing sharing networks and applications available to the  
57 general public.
  - 58 (ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's  
59 office.**
  - 60 (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
  - 61 (iv) Use **Seller's** name in connection with marketing or advertising the Property.
  - 62  Display the Property on the Internet except the street address.
- 63 (b) Not Publicly Market to the Public/Seller Opt-Out:
  - 64 (i)  **Seller** does not authorize **Broker** to display the Property on the MLS.
  - 65 (ii) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale sign will not be  
66 placed upon the Property and
  - 67 (iii) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to  
68 marketing the Property only to agents within **Broker's** office.
- 69 \_\_\_\_\_ Initials of Seller
- 70 (c) Obtain information relating to the present mortgage(s) on the Property.
- 71 (d) Provide objective comparative market analysis information to potential buyers.
- 72 (e) (Check if applicable)  Use a lock box system to show and access the Property. A lock box does not  
73 ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock  
74 box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor  
75 Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
- 76  Withhold verbal offers.  Withhold all offers once **Seller** accepts a sales contract for the Property.
- 77 (f) Act as a transaction broker.
- 78 (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These  
79 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or  
80 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.  
81 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews  
82 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or  
83 comments and reviews about this Property.
- 84  **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such  
85 estimate) to be displayed in immediate conjunction with the listing of this Property.
- 86  **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or  
87 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

88 **7. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:

- 89 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to  
90 **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- 91 (b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply  
92 with them.
- 93 (c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during  
94 reasonable times.
- 95 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- 96 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,  
97 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**  
98 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the  
99 existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and  
100 the transfer of title.
- 101 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- 102 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not  
103 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such  
104 material facts (local government building code violations, unobservable defects, etc.) other than the following:

105 \_\_\_\_\_ Initial \_\_\_\_\_ DS \_\_\_\_\_ DS \_\_\_\_\_ DS  
 106 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.  
 Seller (Initials) and Broker/Authorized Associate (Initials) acknowledge receipt of a copy of this page, which is Page 2 of 5.

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107 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting  
108 requirements, and other specialized advice.

109 **8. Compensation: Seller will compensate Broker as specified below if a buyer is procured who is ready, willing,**  
110 **and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other**  
111 **terms acceptable to Seller. Seller will pay Broker as follows:**

112 (a) 4.5% of the total purchase price plus \$\_\_\_\_\_ OR \$\_\_\_\_\_, no  
113 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's**  
114 fee being earned.

115 (b) \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is  
116 exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this  
117 subparagraph.

118 (c) \_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or  
119 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a  
120 contract granting an exclusive right to lease the Property.

121 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
122 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether  
123 the buyer is secured by **Seller, Broker,** or any other person. (2) If **Seller** refuses or fails to sign an offer at the  
124 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to  
125 cancel an executed sales contract. (3) If, within 90 days after Termination Date ("Protection Period"),  
126 **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom  
127 **Seller, Broker,** or any real estate licensee communicated regarding the Property before Termination Date.  
128 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another  
129 broker.

130 (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive 0% of all  
131 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the  
132 Paragraph 8(a) fee.

133 (f) **Brokerage commissions are not set by law and are fully negotiable.**

134 **9. Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by **Seller** or **Broker,** will  
135 provide services for the buyer. **Seller** is advised and is aware that **Seller** may, but is not required to, compensate a  
136 buyer's broker upon closing. **Seller** may choose to enter into a separate written agreement to pay buyer's broker  
137 or may approve **Broker** to pay buyer's broker in accordance with paragraph 10. **Seller** also understands

138 (a) "Buyer's broker" may include this **Broker** if **Broker** also works with buyer on this transaction;

139 (b) If this occurs during the duration of this listing, **Broker** will be entitled to the compensation in paragraph 8  
140 for services performed for **Seller,** as well as the buyer's broker compensation in paragraph 10(a) for  
141 services performed for buyer; the **Seller** should therefore take this into consideration when negotiating  
142 compensation; and

143 (c) **Broker** may receive separate compensation from buyer for services rendered to buyer by **Broker.**

144 **10. Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.**

145 **Seller** approves the following (check one option; if no option is checked then option (c) is deemed to be selected):

146 (a)  **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: 2.25% of the  
147 purchase price or \$\_\_\_\_\_. (This amount will be paid from **Broker** to buyer's broker from the  
148 compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written  
149 agreement between **Broker** and buyer's broker.

150 (b)  **Seller** authorizes **Broker** to offer compensation to buyer's broker from **Seller** in the amount of:  
151 \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_. This compensation will be set forth in a separate  
152 written agreement between **Seller** and buyer's broker.

153 (c)  No compensation will be offered to buyer's broker.

154 **11. Brokerage Relationship: Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account  
155 for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect  
156 the value of the residential property which are not readily observable to the buyer; will present all offers and  
157 counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with  
158 **Seller** unless waived in writing.

159 **12. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If  
160 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct  
161 expenses incurred in marketing the Property, and pay a cancellation fee of \$350 plus

162 Seller [Signature] and Broker/Authorized Associate [Signature] [Signature] acknowledge receipt of a copy of this page, which is Page 3 of 5.  
163 *The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.*

164 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph  
165 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property  
166 during the time period from the date of conditional termination to Termination Date and Protection Period, if  
167 applicable.

168 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other  
169 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be  
170 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator  
171 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover  
172 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  
173 **Arbitration:** By initialing in the space provided, **Seller** ( KL ) ( DS ), and **Broker or Authorized Associate**  
174 ( JB ) ( KA ) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in  
175 which the Property is located in accordance with the rules of the American Arbitration Association or other  
176 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision  
177 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees,  
178 and will equally split the arbitrator's fees and administrative fees of arbitration.

179 **14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,  
180 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This  
181 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations  
182 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and  
183 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.  
184 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories  
185 of potential or actual transferees.

186 **15. Additional Terms:** \_\_\_\_\_  
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Seller ( KL ) ( DS ) and Broker/Authorized Associate ( JB ) ( KA ) acknowledge receipt of a copy of this page, which is Page 4 of 5.  
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any field in the Multiple Listing Service.

200 **Seller's Signature:** *Kathleen Joyce Lewis* Signed by: C8AB594B7A554DC... **Date:** 6/26/2026 | 3:11 PM PDT

201 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

202 Address: 3894 Archdale Street, Melbourne, FL 32940

203 Email Address: kathleen.joyce.lewis@gmail.com DocuSigned by:

204 **Seller's Signature:** *[Signature]* 7A4C14EA98AF470... **Date:** 6/26/2026 | 2:58 PM PDT

205 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

206 Address: 3894 Archdale Street, Melbourne, FL 32940

207 Email Address: jeffrey.sargis@gmail.com DocuSigned by:

208 **Broker or Authorized Sales Associate:** *Johanna Bolick* DocuSigned by: D0AC694005634F2 **Date:** 6/26/2026 | 3:57 PM PDT  
*Kelly Dubler* 6987344E618941D... **Date:** 6/26/2026 | 2:17 PM PDT

209 Brokerage Firm Name: The High Tide Group **Telephone:** (386) 682-0992

210 Address: 306 Washington St, New Smyrna Beach, FL 32168-7045

211 Copy returned to **Seller** on 6/26/2026 | 3:57 PM PDT by  email  facsimile  mail  personal delivery.

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Seller *[Initials]* Initial *[Signature]* DS and Broker/Authorized Associate *[Initials]* DS *[Signature]* DS acknowledge receipt of a copy of this page, which is Page 5 of 5. *The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.*



# 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.

**Seller** makes the following disclosure regarding the property described as: 3894 Archdale St, Melbourne, FL 32940  
(the "Property")

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

### 1. Structures; Systems; Appliances

- |   | <u>Yes</u>                          | <u>No</u>                           | <u>Don't Know</u>                   |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| (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?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (b) Is seawall, if any, and dockage, if any, structurally sound?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (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? | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| (d) Does the Property have aluminum wiring other than the primary service line?   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (e) Are any of the appliances leased? If yes, which ones: _____   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (f) If any answer to questions 1(a) - 1(c) is no, please explain: _____   |                                     |                                     |                                     |

### 2. Termites; Other Wood-Destroying Organisms; Pests

- |   |                          |                                     |                          |
|---|--------------------------|-------------------------------------|--------------------------|
| (a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (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?                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Have past or present drainage or flooding problems affected the Property?        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Is any of the Property located in a special flood hazard area?                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Is any of the Property located seaward of the coastal construction control line? | <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) Do you have an elevation certificate? If yes, please attach a copy.              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____             |                          |                                     |                          |

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

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Serial#: 067205-000174-3002429

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	<b>Yes</b>	<b>No</b>	<b>Don't Know</b>
<b>4. Plumbing</b>			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> well <input type="checkbox"/> other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> owned <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input checked="" type="checkbox"/> sewer or <input type="checkbox"/> septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: _____			
<b>5. Roof and Roof-Related Items</b>			
(a) To your knowledge, is the roof structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) The age of the roof is <u>6</u> years OR date installed _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>6. Pools; Hot Tubs; Spas</b>			
<b>Note:</b> Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>7. Sinkholes</b>			
<b>Note:</b> When an insurance claim for sinkhole damage has been made by the <b>Seller</b> and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the <b>Seller</b> to disclose to the <b>Buyer</b> that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no If the claim was paid, were all the proceeds used to repair the damage? <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

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	Yes	No	Don't Know
<b>8. Homeowners' Association Restrictions; Boundaries; Access Roads</b>			
(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.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Notice to Buyer:</b> If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.			
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, is there a right of entry? <input type="checkbox"/> yes <input type="checkbox"/> no			
(h) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
_____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____			
_____			

<b>9. Environmental</b>			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
_____			

<b>10. Governmental, Claims and Litigation</b>			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have you ever had any claims filed against your homeowner's Insurance Policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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- |  | <u>Yes</u>               | <u>No</u>                           | <u>Don't Know</u>        |
|--|--------------------------|-------------------------------------|--------------------------|
| (f) Are there any zoning violations or nonconforming uses?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Are there any zoning restrictions affecting improvements or replacement of the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) Do any restrictions other than association or flood area requirements, affect improvements or replacement of the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) Are any improvements located below the base flood elevation?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (k) Have any improvements been constructed in violation of applicable local flood guidelines?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (l) Have any improvements to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (m) Are there any active permits on the Property that have not been closed by a final inspection?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____<br>_____  |                          |                                     |                          |
| (p) Is the Property located in a historic district?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (q) Is the Seller aware of any restrictions as a result of being located in a historic district?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (r) Are there any active or pending applications or permits with a governing body over the historic district?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (s) Are there any violations of the rules applying to properties in a historic district?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (t) If the answer to 10(q) - 10(s) is yes, please explain: _____<br>_____  |                          |                                     |                          |

**11. 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.**

12.  **(If checked) Other Matters; Additional Comments** The attached addendum contains additional information, explanation, or comments.

**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.

Signed by:

**Seller:** Kathleen Joyce Lewis / **Kathleen Joyce Lewis** Date: 6/26/2026 1:11 PM PDT  
DocuSigned by: C8AB594B7A554D0C (signature) (print)

**Seller:** [Signature] / **Jeffrey Michael Sargis** Date: 6/26/2026 12:58 PM PDT  
7A4C14EA98AF470 (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)

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