

# Buyer Info Packet

233 Seaport Blvd. Unit T76 Cape Canaveral, FL 32920

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# COMPASS

## Seller's Property Disclosure Waiver for Exclusive Right of Sale Listing Agreements

Property Address: 233 Seaport Blvd. Unit T76 Cape Canaveral, FL 32920

Listing Date: Dec 12, 2025

Seller Name(s): Spear Trust #92

Compass Agent Name: Zack Spurlock

Option 1:

The Seller(s) above hereby acknowledge that they will complete and execute a Seller Property Disclosure for the above-referenced Property. This Disclosure must be completed prior to the acceptance of an executed purchase agreement.

Option 2:

The Seller(s) above hereby elect not to execute a Seller Property Disclosure for the above-referenced property and thereby understand and agree that they release Compass Florida, LLC from any and all disputes, claims or causes of action arising out of or relating to their election not to execute the same.

*Cynthia Sings*      Dec 15, 2025  
Seller Signature      Date

*Zack Spurlock*      Dec 15, 2025  
Listing Agent Signature      Date

\_\_\_\_\_  
Seller Signature      Date

**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, Spear Trust #92, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 233 Seaport Blvd. Unit T76 Cape Canaveral, FL 32920

Seller, please check the applicable boxes in paragraphs (1) through (3) 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 no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) 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.
- (3) Seller  has  has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) 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: *Cynthia Sney*

Date: December 15, 2025

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

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

# Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

Spear Trust #92 (SELLER)  
and \_\_\_\_\_ (BUYER)  
concerning the Property described as 233 Seaport Blvd. Unit T76 Cape Canaveral, FL 32920

Buyer's Initials \_\_\_\_\_ Seller's Initials CJS

## 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 The Villages of Seaport  
(Name of Community)

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 653.00 PER MONTH. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \_\_\_\_\_ PER \_\_\_\_\_.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. 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 \$ \_\_\_\_\_ PER \_\_\_\_\_.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. 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.
9. 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  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:

\$ 653.00 per MONTH for Association Dues to \_\_\_\_\_  
\$ \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ per \_\_\_\_\_ for \_\_\_\_\_ to \_\_\_\_\_  
\$ \_\_\_\_\_ 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:**

Villages of Seaport Condo. Association  
**Contact Person** Michelle Jones **Contact Person** \_\_\_\_\_  
**Phone** 321-784-6400 **Phone** \_\_\_\_\_  
**Email** vosadmin@myvos.org **Email** \_\_\_\_\_

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

**www.** www.myvos.org



**HOA Information**

Required Information for Prospective Buyers

**Property Information**

Address: 233 Seaport Blvd. Unit T76 Cape Canaveral, FL 32920

**HOA Information**

Property Management Company: Villages of Seaport Condo. Association		Property Management Website: www.myvos.org	
Contact Name: Michelle Jones	Contact Phone Number: 321-784-6400	Contact Email: vosadmin@myvos.org	
Community/Association Website: www.myvos.org	HOA Fees   Frequency: \$653/Monthly	What does the Association Fee Include? Amenities, Basic cable, Trash, Water,	
Community Amenities: Gated, Beach access, Clubhouse, Fitness rm, B-ball ct., Pickleball/Tennis cts., Pool, Racquetball, Ext. maintenance			55+ Community: Yes No <input checked="" type="checkbox"/>
Pending Assessments: Yes No	If Yes, Explain and Provide the Assessment Amount:		

**Buyer Information**

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

**Rental Restrictions**

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

**Misc Restrictions**

Pet Restrictions: Yes No	Total # of Pets Allowed:	Weight Limit:	Type of Pets Allowed:
In-Ground Pool Installs Allowed: Yes No	RV/Boat Parking Allowed: Yes No	Fencing Allowed: Yes No	Truck Parking Allowed: Yes No
For Sale Signs Allowed: Yes No <input checked="" type="checkbox"/>	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: December 15, 2025  
 Seller 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**FREQUENTLY ASKED QUESTIONS**

Important Information for Prospective Buyers

**Property Information**

Address:			
233 Seaport Blvd. Unit T76 Cape Canaveral, FL 32920			
Home Warranty:	Yes	No	If yes, Company   Number:
		<b>X</b>	
Lawn Service   Number:	Pool Company   Number:		
Pest Company   Number:	Termite Company   Number:	Transferable Bond: Yes No	

**Utility Information**

Trash Pick-Up Days	Trash:	Yard:	Recycle:
Approximate Utility Cost Per Month	Electric:	Gas:	Water:
			Heat Source: Electric Gas
			<b>X</b>
Water Source:	City Water	Well	Sprinkler System Runs On: Well City Reclaimed
	<b>X</b>		
Plumbing Source:	Sewer	Septic	Septic Location:
	<b>X</b>		

**Property Specifics**

Roof Age:	Heating & A/C System Age:	Water Heater Age:
2 years	2023	2024
Water Depth at Dock:	Waterfront Footage:	Type of Fencing:
Type of Flooring:	Type of Countertops:	
Tile/Carpet		
Property Features   Updates   Year:		

**Are You Providing a Copy of:**

Wind Mitigation: Yes No	Four-Point Inspection: Yes No	Survey: Yes No
Insurance Declaration Page: Yes No	Approximate Insurance Cost Per Year:	

Seller 1 Signature: \_\_\_\_\_ *Cynthia Sney* \_\_\_\_\_ Date: December 15, 2025  
 Seller 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_



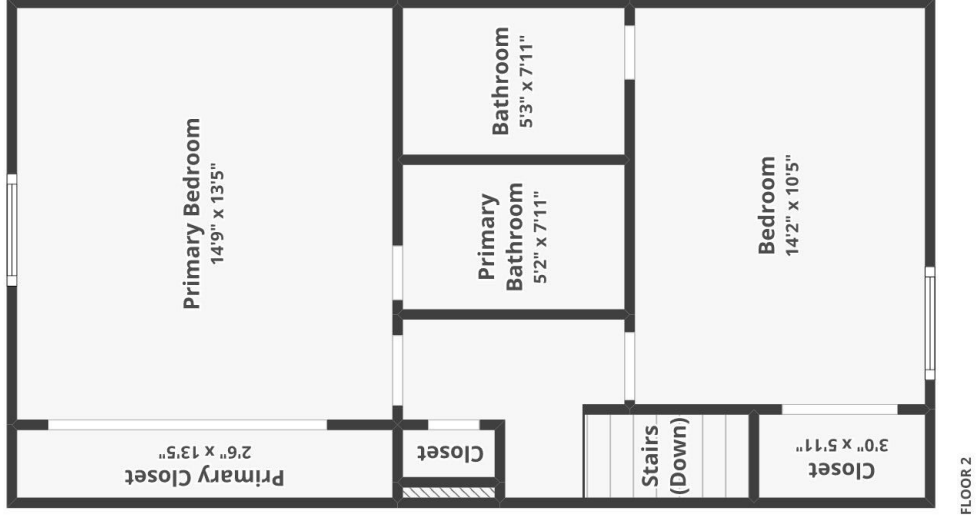
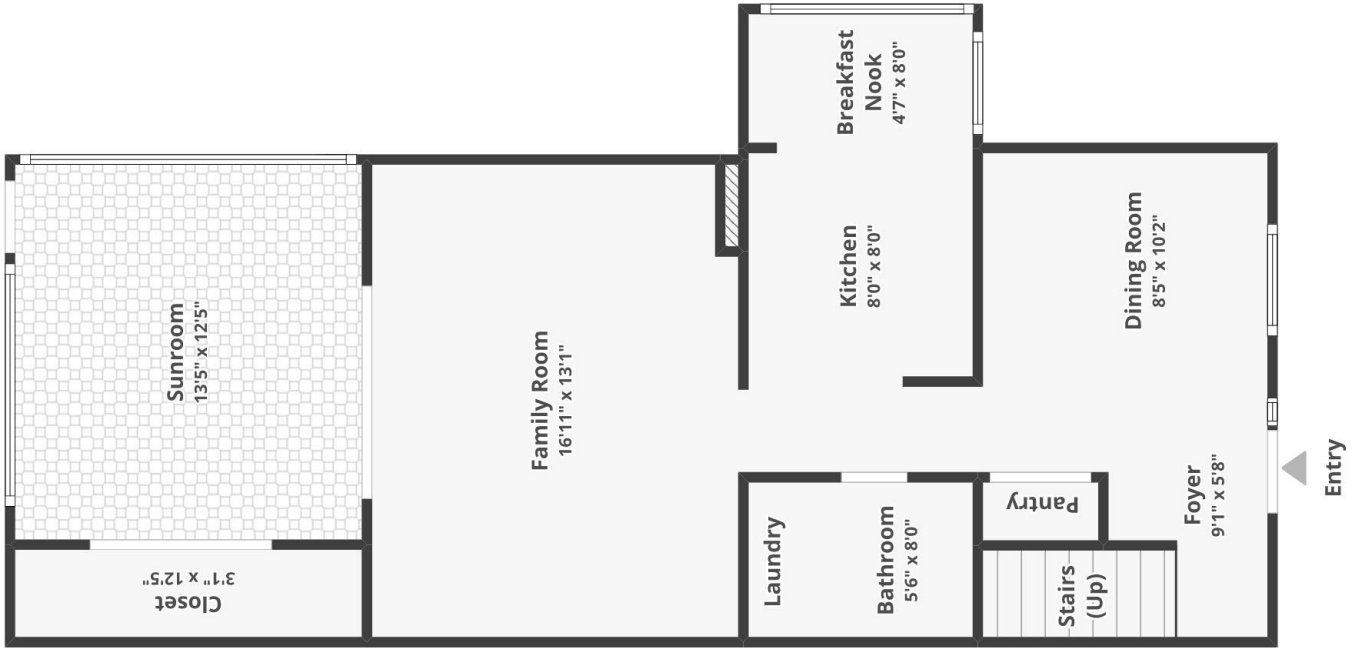
### FREQUENTLY ASKED QUESTIONS

Important Information for Prospective Buyers

#### Property Defects

Please list any items on the property that are not working and/or are defective (e.g. pool light does not turn on, ice maker does not work, etc.)

Seller 1 Signature: \_\_\_\_\_ *Cynthia Sings* \_\_\_\_\_ Date: December 15, 2025  
Seller 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_



FLOOR 1

Floor plans/tour cannot be used for building or design purposes. Sizes and dimensions are approximate.