

CONDOMINIUM PURCHASE PRICE AND PAYMENT ADDENDUM

Buyer(s) Name: _____
Date of Agreement: _____
Condominium _____ Unit#/Building#/Phase#/ _____
Address: _____
Assigned Parking Space(s): _____ Unit Type /Model No. _____
Started (Y/N): _____ Stage: _____
Estimated Start Date: _____ Estimated Closing Date<show only if a date is inserted> _____

*It is expressly agreed by Buyer that any estimated closing date or range is a good faith estimate, and Seller makes no promises or representations concerning the actual closing date. Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not close on or before the estimated closing date or range set forth herein.

NHC: _____ iNHC: _____
Agreement Type: ☐ Primary ☐ Secondary ☐ Investment
Select One: ☐ New Agreement ☐ Transfer ☐ Revised Agreement -- Revision #: _____

BUYER(S) INFORMATION

Buyer #1: _____ (check ☒ one): Married ☐ Single ☐
Buyer #1 Existing Address: _____
Home Phone: _____ Office Phone: _____ Cellular Phone: _____
Email: _____
Buyer #2 _____ (check ☒ one): Married ☐ Single ☐
Buyer #2 Existing Address: _____
Home Phone: _____ Office Phone: _____ Cellular Phone: _____
Email: _____
Buyer #3 _____ (check ☒ one): Married ☐ Single ☐
Buyer #3 Existing Address: _____
Home Phone: _____ Office Phone: _____ Cellular Phone: _____
Email: _____
Buyer #4 _____ (check ☒ one): Married ☐ Single ☐
Buyer #4 Existing Address: _____
Home Phone: _____ Office Phone: _____ Cellular Phone: _____
Email: _____

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price	\$	_____
Add Premium	\$	_____
Options, Upgrades and Extras per Change Order Summary.....	\$	_____
Less Incentive toward the Total Purchase Price of the Unit <only if non-zero>	\$	_____
Total Purchase Price	\$	_____

PAYMENTS

Initial Deposit	Check # _____	\$	_____
Additional Deposit		\$	_____
Due _____ .<Received _____ .	Check # _____ >.....	\$	_____
Due _____ .<Received _____ .	Check # _____ >.....	\$	_____
Due _____ .<Received _____ .	Check # _____ >.....	\$	_____
Due _____ .<Received _____ .	Check # _____ >.....	\$	_____
Advanced Payment for Options, Extras and/or Upgrades		\$	_____
Due _____ .<Received _____ .	Check # _____ >.....	\$	_____
Due _____ .<Received _____ .	Check # _____ >.....	\$	_____
Total Payments		\$	_____

Amount to be financed or paid by wire transfer of immediately available funds at closing (approximate)

(Total Purchase Price less total payments does not include FHA Funding Fee, VA Funding Fee, MIP, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses, Builder’s Fee, condominium association fees, homeowners association fees and other fees).

CLOSING COSTS, PRE-PAIDS AND OTHER FEES:

Seller Assistance toward Settlement (subject to contribution limits and Lender approval, as applicable): <only if non-zero> \$ _____

Buyer’s closing costs, pre-pays and other fees associated with the purchase of the Unit are described in the Rider 1. If Buyer obtains financing for the Unit, Buyer’s closing costs, pre-pays and other fees associated with the financing of the Unit are described in the Loan Estimate provided by the Lender. _____

WARRANTY INFORMATION

Lennar – 1 year warranty
*Or other comparable warranty

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☐ VA ☐ Other _____

Lender: _____

Phone #: _____

Address: _____

Fax #: _____

Agent Name: _____

Cellular #: _____

Email Address: _____

Broker Participation? ☐ Yes ☐ No

Agent/Company: _____

Street Address: _____

City, State Zip: _____

Phone #: _____

Email Address: _____

Sales Associate License No.: _____

Broker Tax ID#: _____ Broker Commission: ____%

Additional Broker Bonus/Incentive..... _____

<show only if a change>

TRANSFER OR CHANGES

From: _____

Community: _____ Sec/Lot/Block: _____ Plan/Elevation: _____

<show only if a change>

REVISED AGREEMENT

Old Total Agreement Price: **[**OPTIONAL BY DIVISION**]** \$ _____

New Total Agreement Price: **[**OPTIONAL BY DIVISION**]** \$ _____

Reasons for rewrite: _____

[POPULATE THE FOLLOWING LANGUAGE ONLY WHEN FHA BOX IS CHECKED**]**

FHA Loans. Buyer and Seller agree to the following FHA required provision:

It is expressly agreed that notwithstanding any other provisions of this contract, purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than ****[NOTE TO SALESFORCE TEAM: PROGRAM TO POPULATE TOTAL PURCHASE PRICE [\$ _____]****. Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the _____ day of _____, 20____ (the “**Agreement**”), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

PRIVACY POLICY NOTICE AND CONSENT ADDENDUM

THIS PRIVACY POLICY NOTICE AND CONSENT ADDENDUM (this “**Addendum**”) is, by this reference, made part of the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20__ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Lot/Unit _____ of Block/Building _____ of _____ Subdivision/Plat/Condominium in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference. Notwithstanding the foregoing or anything contained in the Agreement to the contrary, for the exclusive purpose of this Addendum, “**Lennar Affiliate(s)**” shall have the meaning set forth in the Privacy Policy Summary attached hereto as **Exhibit “A”** (“**Privacy Policy Summary**”).
2. **Explanation.** Buyer may need a mortgage, homeowners’ insurance, title insurance and/or settlement services in connection with the purchase of the Home. While Buyer is not required to use a Lennar Affiliate to purchase such services, they are available to assist with obtaining these services in connection with the purchase of the Home. This Addendum provides Buyer with the option of electing to receive marketing materials, including price quotes, for services that may be necessary in connection with the purchase of the new Home. It is entirely Buyer’s choice whether to receive any such information, and there is no obligation to use any Lennar Affiliate.
3. **Acknowledgement of Privacy Policy Summary and Privacy Policy.** Buyer acknowledges that Buyer has received and reviewed Seller’s Privacy Policy Summary and has been given the opportunity to review Seller’s complete Privacy Policy at <https://www.lennar.com/privacypolicy> or on request. Buyer hereby accepts the Privacy Policy and acknowledges that the Privacy Policy is subject to future amendment.
4. **Consent to Sharing Information with Lennar Affiliates.** Please choose the “Yes” or “No” options below to indicate whether Buyer wishes to share information with Lennar Affiliates (such as those involved in the home purchasing process, e.g., Lennar Mortgage, LLC, Lennar Title, Inc., CalAtlantic Title, LLC and Lennar Insurance Agency, LLC). If there is more than one Buyer, the choices selected on the Addendum will apply to all Buyers who have executed the Addendum.

YESNO

☐☐

Lennar Affiliate Information Sharing: Agreeing to this option will allow the Lennar Affiliates to provide Buyer with offers and information about products and services that may be necessary in connection with the home-buying process by accessing and using Buyer’s Personal Information. These services include providing the Buyer with home financing information and quotes for title insurance, closing servicesandhomeowner’sinsurance.

Buyer may change the above selections (i.e., opt-out if Buyer has previously selected “YES”, or opt-in, if Buyer has previously selected “NO”) at any time by visiting www.lennar.com/contact/communicationpreferences and making the appropriate selections in the manner prescribed in the form, or as otherwise described in the Privacy Policy.
5. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

BUYER
Date: _____

BUYER
Date: _____

BUYER
Date: _____

BUYER
Date: _____

SELLER:

a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

EXHIBIT “A”
PRIVACY POLICY SUMMARY

This Privacy Policy Summary summarizes selected terms of the Privacy Policy of Lennar Corporation (“**Privacy Policy**”) and its subsidiaries collectively, “Lennar,” “we”, “us”, “our”) collect, use, and disclose Personal Information about visitors to our websites, users of our mobile applications, people we meet in person or by phone, our customers and prospective customers, and others whose Personal Information (defined below) we collect and retain (“you” or “your”).

THIS PRIVACY POLICY SUMMARY DOES NOT AND IS NOT INTENDED TO REPLACE, SUPPLEMENT, OR MODIFY THE FULL LENNAR PRIVACY POLICY. IT IS FOR REFERENCE PURPOSES ONLY. YOU SHOULD REVIEW THE FULL TEXT OF THE PRIVACY POLICY BY VISITING <https://www.lennar.com/privacypolicy>, OR BY CONTACTING US AS PROVIDED BELOW.

You consent to the terms of our Privacy Policy when you use our online services or provide your Personal Information to us after receiving this Privacy Policy Summary and an opportunity to review our complete [Privacy Policy](#).

“Personal Information” refers to information that identifies, relates to, describes, or is reasonably capable of being associated or linked to you (such as your name, email address, government-issued identification numbers, Internet Protocol address). We collect Personal Information when you do business or otherwise interact with Lennar, when you visit our websites including www.lennar.com, and when you set up and use a myLennar online account.

“Lennar” include Lennar Corporation and all affiliated companies, including but not limited to: Lennar Homes, LLC; Village Builders, LLC; US Home, LLC, WCI Communities, LLC and their homebuilding subsidiaries; Lennar Commercial, LLC; Lennar Sales Corp.; LenX, LLC; CalAtlantic Group, Inc.; and Quarterra Multifamily Communities, LLC.

“Lennar Affiliates” includes Lennar Mortgage, LLC, Lennar Title, Inc., Lennar Title, LLC, Lennar Title Group, LLC, Doma Title Insurance, Inc. and Lennar Insurance Agency, LLC (collectively “Lennar Affiliates”).

“Business Partners” are unaffiliated companies we collaborate with in the homebuilding process for lead generation and marketing purposes or offer products and services for the home buyer or Community

How We Use Personal Information. We may use your we use your Personal Information to:

- Manage our contractual relations, process your transactions, protect our business interests, and enforce our terms and conditions (<https://www.lennar.com/termsandconditions>).
- Establish, maintain, and service customer accounts; provide customer service; provide financing, title, insurance or other home-purchase related services through Lennar Affiliates, engage in advertising, marketing, and online analytic services.
- Process payment information for transactions with Lennar (although we will not retain your credit card information).
- Requesting feedback on the customer’s experience and offering products and services in the future.
- Maintain records of our customers’ needs, preferences and interests so that we may assist customers to identify properties and services.
- Manage our online services to maintain functionality, improve service, identify products and services that may be of interest, and detect and prevent malicious activity.
- Permit third-party advertisers and ad servers to deliver Lennar advertisements to you on other websites you visit. You can opt-out of this type of data collection at the links on our website.
- Comply with applicable law and legal process.
- Undertake a major business transaction subject to appropriate confidentiality protections.

Categories of Personal Information Collected and Shared. Third parties who may have access to your Personal Information include (among others): (1) Lennar Affiliates; (2) “Service Providers” that support our building and administrative operations, (3) Business Partners; and (4) “Online Services,” which are providers of digital advertising, analytics, and social media services.

Service Providers may not sell or use Personal Information from these services for their own purposes. Subject to your preferences and selections, we may share Personal Information with Lennar Affiliates and Business Partners to use for their own commercial purposes (such as marketing products and services related to your home) and Lennar may receive monetary or other valuable consideration for access to Personal Information. You may “opt-out” of sharing Personal Information with Online Services for targeted advertising and restrict collection of online data using the settings on your browser or device.

The chart below summarizes the categories of Personal Information Lennar collected during the past 12 months, the categories disclosed to Lennar Affiliates, Business Partners, and Online Services (collectively “Third Parties”), and whether disclosure is subject to your preference selection.

Categories of Personal Information Collected in Past 12 Months	Sources	Disclosure and Your Opt-in or Opt-out Rights*
Contact information: name, postal address, email address, and telephone number	<ul style="list-style-type: none">• Your request for information (online or offline)• Your application for home purchase, mortgage, insurance, or other transaction• Lennar Affiliates• Business Partners• Marketing research services	<p>Lennar Affiliates as necessary to complete the transaction but with prior consent to use for customer lead generation, direct marketing or market research services.</p> <p>Business Partners for customer lead generation, direct marketing; market research services. You may Opt-Out.</p>

Personal identifiers: Social Security number, government-issued identification number, and driver’s license and passport number	<ul style="list-style-type: none">• You, including your application for home purchase, mortgage, insurance, or other transaction information	Not shared with Third Parties
Consumer information: Credit/debit card and bank or other financial account numbers	You (as necessary to complete a transaction)	Not shared with Third Parties
Commercial information: <ul style="list-style-type: none">• Credit reports, purchasing history, and public real estate and lien records.• Lennar Affiliate transaction history, transaction contracts, and closing document information.	<ul style="list-style-type: none">• Credit reporting agencies• Public records• Lennar Affiliates	<ul style="list-style-type: none">• Shared with Lennar Affiliates with your consent*• Not shared with Business Partners
Other financial information: income, assets, liabilities, salary and employer information.	<ul style="list-style-type: none">• Your application for home purchase, mortgage, insurance, or other transaction• Lennar Affiliate	<ul style="list-style-type: none">• Shared with Lennar Affiliates with your consent*• Not shared with Business Partners
Internet and other electronic network activity: <ul style="list-style-type: none">• Internet protocol address, mobile device identifier• Browsing history• Interactions with our websites (such as photos and comments you post)	<ul style="list-style-type: none">• Cookies and other internet tracking technologies used on our websites and myLennar account• E-mail messages	Online Services (with notice and your consent in states with applicable laws – subject to opt-out)*
Geolocation data	<ul style="list-style-type: none">• Your IP address and mobile device identifier• Specific location data you provide	<ul style="list-style-type: none">• Online Services (subject to opt-out)
Interested Buyer or Home-Buyer Profile: name, email and/or street address, new home and location interests and preferences; new street address, Lennar Community, gender, family members, details about your home purchase, and anticipated closing date; blog comments; photos	<ul style="list-style-type: none">• You• Your social media accounts if you provide access**	May be shared with Lennar Affiliates and Business Partners (subject to opt-out)

You may change your selection at any time at <https://www.lennar.com/contact/CommunicationPreferences> or by contacting us as described below. You cannot opt-out of disclosures to certain Service Providers because they perform business services on behalf of Lennar Affiliates and do not use Personal Information for their own commercial purposes.

Collection and use of Personal Information by Business Partners and Online Services is subject to their own privacy practices and is not governed by the Lennar Privacy Policy. You should review those Third Party privacy policies to learn about their privacy practices.

*You can restrict the automated collection of your online usage data and receipt of personalized ads by managing the preference settings on your browser or device either through “Communication Preferences” or “Cookie Preferences” hyperlinks on our website.

Other reasons for sharing personal information.

Except as otherwise provided in this Privacy Policy, we may share or disclose personal information to other third parties for the following reasons:

- To third parties to whom you or authorize us to disclose your personal information.
- To enforce our contracts and the Terms and Conditions applicable to the use of the Websites.
- To fulfill your requests including connecting with your social media accounts.
- To comply with laws or valid legal process and in response to appropriate governmental requests.
- As we deem reasonably necessary to investigate, prevent or take other appropriate action in connection with potential illegal or fraudulent activities or potential risk to the personal safety of any individual or the security of your personal information.
- As we deem reasonably necessary to in connection with a major business transaction subject to appropriate confidentiality protections.

Information Sharing with Lennar Affiliates

Under Federal law, we are permitted to share information about our own transactions and experiences with you with Lennar Affiliates. You have the right to limit our ability to share information about your creditworthiness or for marketing purposes with Lennar Affiliates.

Notice of Your Ability to Limit Sharing of Creditworthiness Information with Lennar Affiliates. Information about your creditworthiness includes, for example, your income, assets, and other liabilities that you provide to us or that we obtain from a consumer credit report. We will not share your information about your creditworthiness with Lennar Affiliates.

Notice of Your Choice to Limit Marketing by Lennar Affiliates. You may limit or opt-out of Lennar Affiliates, such as our mortgage lender or broker and insurance affiliates, from marketing their products or services to you based on Personal Information that we collect from you and share with them. The types of information we might share with Lennar Affiliates for their marketing purposes include your income, account history, and credit history. Visit <https://www.lennar.com/contact/CommunicationPreferences> or contacting us by e-mail at privacyinfo@lennar.com.

Opt-In / Opt-Out Procedures

In the process of purchasing a Lennar home, you may be interested in receiving information about a variety of related products and services including, but not limited to, home loan, title and homeowner's insurance, security services, and community resource such as telecommunications services and local merchants. When you provide us with your contact information, you will be asked to consent to authorize us to share your personal information with Lennar Affiliates and/or Business Associates to market services relating to the purchase of a home to you. You may change your selection at any time by visiting: <https://www.lennar.com/contact/CommunicationPreferences>.

(Note that you cannot opt-out of disclosures to Service Providers because they perform business services on behalf of Lennar and do not use personal information for their own commercial purposes). If you would like to restrict the automated collection of your personal information while using our websites, mobile apps, and other online services "Online Services"), see the section titled, "How We Cookies and other Tracking Technologies."

How We Use and How You Can Limit Cookies and Interest-Based Advertising

You will be provided the right to "opt-out" from sharing your Personal Information by using the "Do Not Sell or Share My Personal Information" option available on our website.

How We Use and How You Can Limit Cookies and Targeted Advertising

We use cookies and similar technologies as well allow Business Partners to serve advertisements on our website. We may engage third parties, such as Google Analytics, to collect activity and usage data. We may use third-party advertising companies to serve ads when you visit our Online Services all as provided in the Privacy Policy. You can restrict some cookies on our website at the Cookies Preference Center by visiting <https://www.lennar.com/privacypolicy#how-you-can-restrict-cookies-and-targeted-advertising>.

Protecting and Retention of Personal Information

Lennar maintains administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of your Personal Information appropriate to the nature of the Personal Information we collect. We retain Personal Information for as long as we reasonably require it for legal or business purposes.

Rights of California Residents and States with Enhanced Privacy Laws

California Consumers have the rights described at: <https://www.lennar.com/privacypolicy#ForCaliforniaConsumers>.

The rights of California consumers include (among others):

- To direct Lennar not to sell or share their Personal Information to others ("Right to Opt-Out");
- To know what Personal Information Lennar collected, sold, or disclosed about the consumer or the consumer's household during the last twelve (12) months; and
- To request that Lennar delete Personal Information that Lennar has collected, subject to a range of exclusions permitted by law.

California consumers have the right to direct a business not to sell their Personal Information to others ("Right to Opt-Out"). You can exercise your Right to Opt-Out by submitting the webform: <https://www.lennar.com/contact/CommunicationPreferences>. You may also exercise your Right to Opt-Out by contacting us as described below. You may opt-out of sales of Personal Information and sharing of Personal Information for purposes of targeted advertising. In addition to your rights under California law, Lennar will ask for your affirmative consent (opt-in) before selling or disclosing your Personal Information to Lennar Affiliates to permit them to market their products and services to you.

In addition, to **California**, residents of **Virginia, Colorado and Connecticut**, you have the following rights:

Request to Know and Access What Personal Information We Collected about You. You can request to know and receive information about the following during the last twelve (12) months: Categories of personal information we collected, Categories of sources from which the personal information is collected, business or commercial purpose for collecting or selling personal information categories of personal information sold or exchanged for value with a third-party and categories of such third parties, categories of personal information disclosed to a third-party for a business purpose and categories of such third parties, specific pieces of personal information collected about you (except for very sensitive personally identifiable information which we will describe but not transmit).

Request to Change or Correct Your Personal Information. You can ask us to correct inaccurate information and we may consider relevant circumstances to confirm accuracy of the changes you request. You can update or correct your myLennar account information by logging into your account at the customer portal on our Sites.

Request to Delete Personal Information. In considering a request to delete personal information we will take into account our business reasons for keeping that information and the statutory standards and exclusions that apply to deletion requests. We will not delete personal information if it is necessary to complete a transaction, is reasonably used for an ongoing business relationship, is retained for legal purposes or is used in a lawful manner that is compatible with the context in which you provided the information.

Request to Opt-Out from Selling or Sharing Personal Information. You can direct us not to sell your personal information to others.

Request to Opt-Out of Sharing Personal Information for Targeted Advertising. We may use targeted online advertising in which ads are presented to you are based on data about your online activities collected by ad networks or social media. You can "opt-out" of having your personal information collected on our Sites used for targeted advertising.

How to Submit and How We Verify a Request. You may submit a Consumer Request using any of the ways explained in "Contact Us" section.

Please note that for us to verify certain requests we may need to verify your identity by confirming information we have on file for you, including email address, phone number, full name, address and other personal information. If you make

a request on behalf of someone else, we will need to verify your authority to make that request. We reserve the right to deny a consumer request if the identity or authority of the requesting party cannot be confirmed.

If we cannot comply with all or part of your request, we will explain the reasons why. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information readily from one entity to another entity. We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. We will not discriminate against you if you make a request about your personal information.

Contact us with your questions about this Privacy Policy or our privacy practices or to change opt-in or opt-out preferences:

- By email: privacyinfo@lennar.com
- By phone: 1-800-532-6993
- Online Preferences webform: <https://www.lennar.com/contact/CommunicationPreferences>
- By postal mail: 5505 Waterford District Drive, Miami, FL 33126 (Attn: Privacy Compliance Dept.)

ELECTION FORM ADDENDUM

THIS ELECTION FORM ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Affiliated Business.** Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Lennar Mortgage, LLC (“**Lennar Mortgage**”), Lennar Title, Inc. (“**Lennar Title**”), and Doma Title Insurance, Inc. Buyer understands and acknowledges that if Buyer elects to use Lennar Title, Lennar Title may issue title insurance through various underwriters including Doma Title Insurance, Inc. Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the Unit.
3. **Incentives for Use of Affiliated Business.**

3.1 By checking one of the boxes below and initialing below the selected text, Buyer hereby selects the lender and title company that Buyer will use in connection with the purchase of the Unit.

3.1.1 ☐ Buyer elects to use both Lennar Mortgage (or such other lender named on the Approved Lender Addendum) and Lennar Title.

Buyer’s Initials: _____

3.1.2 ☐ Buyer intends to purchase the Unit without financing, but elects to use Lennar Title as its title company.

Buyer’s Initials: _____

3.1.3 ☐ Buyer elects to use a Lender other than Lennar Mortgage (or such other lender named on the Approved Lender Addendum) as its Lender, but elects to use Lennar Title as its title company.

Buyer’s Initials: _____

3.1.4 ☐ Buyer elects to use Lennar Mortgage (or such other lender named on the Approved Lender Addendum) as its Lender, but elects to use a title company other than Lennar Title.

Buyer’s Initials: _____

3.1.5 ☐ Buyer elects to use a Lender (as provided under Section 5 of the Agreement) other than Lennar Mortgage and a title company other than Lennar Title.

Buyer’s Initials: _____

3.1.6 ☐ Buyer elects to use both Lennar Mortgage and Lennar Title or Buyer intends to purchase the Unit without financing, but elects to use Lennar Title as its title company.

Buyer’s Initials: _____

3.2 If Buyer selects option 3.1.1, 3.1.2 or 3.1.6 above,

☐ At Closing Seller will contribute up to _____ Dollars (\$____.) towards **[**OPTION A**]** Buyer’s Closing costs. **[**OPTION B**]** the purchase price of options, upgrades and/or extras. **[**OPTION C**]** Buyer’s Closing costs and the purchase price of options, upgrades and/or extras.

☐ At Closing Seller will contribute up to _____ Dollars (\$____.) of the Total Purchase Price of the Unit towards **[**OPTION A**]** Buyer’s Closing costs. **[**OPTION B**]** the purchase price of options, upgrades and/or extras. **[**OPTION C**]** Buyer’s Closing costs and the purchase price of options, upgrades and/or extras.

☐ Seller will contribute up to _____ Dollars (\$____.) of the Loan amount towards **[**OPTION A**]** Buyer’s Closing costs. **[**OPTION B**]** the purchase price of options, upgrades and/or extras. **[**OPTION C**]** Buyer’s Closing costs and the purchase price of options, upgrades and/or extras.

☐ Seller will contribute up to _____ Dollars (\$____.) towards Buyer’s settlement charges, which may include, without limitation, Buyer’s Closing costs, pre-pays, fees and prorations charged by Seller, and in the case of an “all cash” closing or a FHA insured or VA

guaranteed loan, up to _____ months **[**for an FHA insured or VA guaranteed loan the maximum allowable Seller concession is twelve (12) months**]** of Buyer’s Condominium Association (“**Association**”) dues; all (i) as determined by Seller in its sole discretion, and (ii) subject to Seller contribution limits. Buyer will be responsible for all other settlement charges, Association dues, start-up fees payable to Seller, the working capital contribution and/or initiation fee payable to the Association at Closing in excess of the foregoing Seller contribution.

☐ Seller will install the following in the Unit at no additional charge to Buyer:

The above space is reserved for the description of items to be installed in the Property, as an Incentive being offered to Buyer, if any. Any other statement or agreement made in the above space shall not be part of the Agreement, regardless of the Seller’s execution of this Addendum.

☐

(each, an “**Incentive**”). **[** If Option A, B, or C is selected, add the following**]** The Incentive shall be: (i) applied toward Buyer’s Closing costs in an order determined by Seller in its sole discretion and (ii) subject to Seller contribution limits. For the exclusive purpose of this Addendum, Buyer’s Closing costs shall mean those fees and expenses (i) imposed by Lennar Mortgage or by law in connection with Buyer’s loan or (ii) charged by Lennar Title in connection with an owner’s and/or mortgagee’s title insurance policy for the Property. Buyer may change Buyer’s selection at a later date (e.g., elect to use Lennar Mortgage and/or Lennar Title).

[OPTIONAL:** The foregoing Incentive is subject to the Unit closing on or before _____, 20____; such date may be extended at Seller’s sole discretion. Notwithstanding the foregoing and subject to the provisions of Section 4.2 of the Agreement, if the Agreement is contingent upon the Buyer obtaining mortgage loan financing to complete the purchase of the Property, Seller shall agree to postpone the closing date identified in this paragraph to the extent such postponement is required in order for Buyer’s Lender to meet any waiting period required under the Consumer Financial Protection Bureau’s TILA-RESPA Integrated Disclosure Rule. In such event, Buyer shall remain entitled to the Incentives. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the closing date identified in this paragraph.**]

4. **Deposit and Disbursement of Funds.** Buyer and Seller agree that any funds received in escrow by Lennar Title shall be deposited with other escrow funds in general escrow accounts in a federally insured financial institution (“**depositories**”). As a result of Lennar Title maintaining its general escrow accounts with the depositories, Lennar Title may receive certain financial benefits such as an array of bank services, including interest on deposit balances, accommodations, loans or other business benefits from the depositories (“**collateral benefits**”). All collateral benefits shall accrue to the sole benefit of Lennar Title and Lennar Title shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits. Buyer and Seller hereby consent to the collateral benefits accruing to Lennar Title and confirm that they agree to the transfer of accrued interest (only) from Lennar Title’s escrow account to another acceptable account per state law. Any such collateral benefits shall be deemed additional compensation earned by Lennar Title for its services as escrow holder and will not affect any deposit or funds of the Buyer or Seller.

5. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

SUPPLY CHAIN ADDENDUM

THIS SUPPLY CHAIN ADDENDUM (this “**Addendum**”) is made and entered into as of _____, 20____ and incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the date hereof, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit/Lot _____ of Building/Block _____ of _____ Condominium/Subdivision/Plat, in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Supply Chain Disruption & Construction Delays.** Buyer acknowledges that there are acute and growing supply chain disruptions that have resulted in price increases in raw materials and construction delays. While Seller is committed to honoring the Purchase Price and exempting Buyer from having to share in the resulting cost increases, the supply chain disruptions and delays create numerous obstacles to Seller in its business of building and selling homes.
3. **Installation of Minor Items Not Required for the Issuance of a Certificate of Occupancy.** Buyer acknowledges that due to supply chain disruptions, some items to be installed in the Home, such as cabinet drawers and doors, shower enclosures, appliances and/or other minor finishing items (collectively, “**Minor Items**”), may not be installed or completed by the time a certificate of occupancy (“**CO**”) is issued for the Property. Buyer hereby agrees that Seller’s inability to install or complete the Minor Items shall not delay Closing and Buyer shall proceed to Closing as scheduled by Seller provided that a CO has been issued for the Property. Buyer shall have no right to require any escrows or holdbacks at Closing relating to the Minor Items. Any escrow or holdback requirements of Buyer’s lender shall be the responsibility of Buyer and paid in addition to all other proceeds due at Closing. Seller agrees to use commercially reasonable efforts to cause the installation or completion of the Minor Items to occur promptly after Closing once the appliance(s) or other required material or labor become available.
4. **Counterparts/Signatures.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
5. **Survival.** The terms of this Addendum shall specifically survive Closing.
6. **Conflicts.** In the event of any conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall govern the parties.
7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

IN WITNESS WHEREOF, Seller and Buyer do hereby execute this Addendum as of the date of this Addendum.

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

BUYER:

Print Name: _____
Date: _____

Print Name: _____
Date: _____

THIS **CHANGE ORDER ADDENDUM/AMENDMENT** (this “**Addendum/Amendment**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Lot/Unit _____ of Block/Building _____ of _____ Subdivision/Plat/Condominium in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum/Amendment to the Agreement shall be deemed to include references to this Addendum/Amendment and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Requested Changes.** The Agreement describes the initial Options selected by Buyer with respect to the Home/Unit. Buyer is hereby requesting that certain changes, additions and/or modifications be made to the Home/Unit. Seller reserves the right to deny one or more of such requests in the event the construction schedule for the Home/Unit does not allow for such changes, additions and/or modifications as determined by Seller in its sole and absolute discretion. Should Seller elect not to install and/or make any of such requested changes, additions and/or modifications desired by Buyer for whatever reason, Buyer’s exclusive remedy shall be refund or credit of the amount actually paid by Buyer for such item together with the Change Order fee.

				PREVIOUS NEW TOTAL PURCHASE PRICE			
				NON-REFUNDABLE CHANGE ORDER FEE			
CABINETS							
CARPET							
CERAMIC TILE FLOORING							
COLORS (STANDARD)							
COUNTERTOPS							
CUSTOM							

SUB TOTAL of Options Page 1

\$

				PREVIOUS NEW TOTAL PURCHASE PRICE			
				NON-REFUNDABLE CHANGE ORDER FEE			
CUSTOM cont...							
					SUB TOTAL of Options Page 2		
					\$		
					CHANGE ORDER TOTAL		
					\$		
					NEW TOTAL PURCHASE PRICE		
					\$		

Change Order Deposit \$

Non-refundable Change Order Fee \$

TOTAL \$

Check Number

3. **Counterparts.** This Addendum/Amendment shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum/Amendment electronically to the other party.
4. **Conflicts.** In the event of any conflict between this Addendum/Amendment and the Agreement, this Addendum/Amendment shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum/Amendment and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum/Amendment or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer

Date:

Buyer

Date:

Buyer

Date:

Buyer

Date:

SELLER:

a

By

Title: Authorized Representative

Date Signed by Seller:

DEBIT/CREDIT CARD ADDENDUM

THIS DEBIT/CREDIT CARD ADDENDUM (this “**Addendum**”) is, by this reference, made part of the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the condominium known as _____ (the “**Condominium**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to this Agreement, which are hereby incorporated by this reference.
2. **Debit/Credit Card Deposit.** Contemporaneously with the execution of this Agreement, Buyer will deliver to Seller through a payment portal to be provided by the Seller, the sum of _____ Dollars (\$_____.____) as a deposit toward the purchase of the Home (“**Card Deposit**”); such Card Deposit will be made by either a debit card or credit card payable to Seller or a designated affiliate of Seller. Upon request, Buyer will provide the last 4-digits of the credit card to Seller and any title company conducting the Closing. IF THE CARD DEPOSIT IS A CREDIT CARD DEPOSIT, it is subject to Seller’s acceptance. **AT LEAST ONE BUYER MUST BE THE CARDHOLDER. BUYER MUST PROVIDE EVIDENCE TO THE LENDER NO LATER THAN TEN (10) BUSINESS DAYS PRIOR TO CLOSING THAT THE CREDIT CARD DEPOSIT HAS BEEN PAID OFF OUT OF BUYER’S OWN FUNDS. SUCH EVIDENCE SHALL INCLUDE, BUT IS NOT LIMITED TO, CREDIT CARD AND BANK STATEMENTS.**
3. **Escrow Provisions.** If the Card Deposit is required to be held in escrow under applicable law, the Card Deposit will be placed in an escrow account designated by Seller no later than two (2) business days after collection of the charge by Seller in accordance with the provisions of the underlying escrow agreement (“**Escrow Agreement**”) between Seller and the corresponding escrow agent. In the event either Buyer or Seller is authorized under the terms of the Agreement to cancel, or in the event of a breach by either party, the Card Deposit will be disbursed in accordance with the provisions of the Agreement and the Escrow Agreement; however, no interest will be paid on the Card Deposit.

Buyer’s Initials: _____
4. **Buyer Acknowledgment.** If Buyer fails to comply with the terms, conditions and restrictions set forth herein or in the Agreement, or if Buyer contests the Card Deposit with the debit/credit card issuer, Buyer will be in default of the Agreement and Seller will have all remedies available to it under the Agreement, in addition to the recovery of the Card Deposit. Buyer shall indemnify, defend and hold harmless Seller, and its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys’ fees and expenses arising from Buyer’s use of a third party online payment portal to pay the Card Deposit.

Buyer’s Initials: _____
5. **Ratification.** Buyer hereby ratifies each and every provision of the Agreement, as modified by this Addendum, and Buyer’s obligations under the Agreement. This Addendum shall not operate to extend or reinstate any rights of the Buyer to cancel or rescind the Agreement pursuant to its terms.
6. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
7. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
8. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

CGC 1523282

LENNAR HOMES, LLC
10481 SIX MILE CYPRESS PARKWAY
FT. MYERS, FL 33966
(239) 278-1177

PURCHASE AND SALE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this “**Agreement**”) is made and entered into as of the _____ day of _____, 20____ by and between Lennar Homes, LLC (“**Seller**”), and Buyer(s) named below (“**Buyer**”):

BUYER(S): 1. _____ 2. _____ 3. _____ 4. _____ No Buyer Name Changes Will Be Permitted Unless Seller and Buyer Validly Execute an Amendment to Change Party.		Check Applicable: Married <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/>
Buyer Address:		
City:	State / Country:	Zip:
By providing your telephone numbers and your email address, you hereby consent to receiving telephonic and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.		
Home Telephone: _____ Business Telephone: _____ Cellular Telephone: _____	E-mail Address: _____	

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Unit No. _____, Building _____ (if applicable) (the “**Unit**”) of Terrace I at Calusa Country Club, a Phase Condominium (the “**Condominium**”), located at _____ in Manatee County (the “**County**”), Florida together with those certain fixtures, equipment, and appliances contained in the Unit (the “**Personalty**”) and all appurtenances thereto as the same are contained and defined in the Declaration of Condominium for the Condominium as recorded or to be recorded in the Public Records of County (as amended from time to time, the “**Declaration**”) (the Unit, Personalty and appurtenances are hereinafter referred to collectively as the “**Property**”). The Condominium is located within and forms a part of the Master Community and any Neighborhood, as applicable, as set forth in the Condominium Master Disclosure and Information Addendum attached hereto and made a part hereof. The Unit shall be entitled to the exclusive use of one (1) one Common Element Parking Space that is assigned to the Unit.
2. **Purchase Price and Payments.** The total purchase price (“**Total Purchase Price**”) for the Unit, exclusive of any Builder’s Fee as described below and Closing Costs as described in Rider 1 and set forth in the Condominium Purchase Price and Payment Addendum, is \$ _____. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the “**Initial Deposit**”) of \$ _____. Buyer shall make further payments to Seller, including but not limited to any “**Additional Deposit**” or “**Advanced Payment**” (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Condominium Purchase Price and Payment Addendum attached hereto and made a part hereof. The term “**Deposit**” shall include the Initial Deposit, Additional Deposit and Advanced Payment.
3. **Builder’s Fee.** Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Seller a builder’s fee, equal to \$ _____ (the “**Builder’s Fee**”). The Builder’s Fee is imposed in connection with all unit sales in the Condominium, regardless of whether Buyer finances the purchase of the Property. Notwithstanding the foregoing, Buyer acknowledges that the Builder’s Fee may not be imposed on all unit sales in the Condominium, and Seller reserves the right to change or withdraw the Builder’s Fee on subsequent unit sales in the Condominium at any time prior to Seller’s completion of construction of all units in the Condominium. The Builder’s Fee represents additional revenue and is intended to compensate Seller for various internal costs and expenses associated with the sales, promotion and/or development of the Condominium. This fee is due at Closing. The Builder’s Fee is separate from any and all Closing Costs (defined herein below). While the Builder’s Fee is payable, along with various other fees, costs and amounts at Closing, the Builder’s Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property.

4. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE **“CONDOMINIUM DOCUMENTS”** (AS SUCH TERM IS DEFINED IN SECTION 24 HEREIN) PROVIDED TO BUYER.

5. **Financing.**

☐ **CASH TRANSACTION.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE TRANSACTION.** If this box is checked, Buyer desires to obtain a loan commitment (the **“Commitment”**) within the Mortgage Period (as such term is defined in Rider 1 attached hereto) for a first mortgage loan from Lennar Mortgage, LLC (an affiliate of Seller) or another qualified institutional mortgage lender of Buyer's choice (**“Lender”**), with interest and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications and with a loan term of at least thirty (30) years. Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate. In the event Buyer chooses to obtain financing through a Lender other than Lennar Mortgage, LLC, Buyer agrees to provide Seller within five (5) calendar days with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer provides Lender's written disapproval of loan within the Mortgage Period (and Buyer has not cancelled or withdrawn his/her loan application), Seller shall refund the Deposit to Buyer. If Buyer fails to provide Seller within the Mortgage Period with (i) a copy of the written Commitment reasonably satisfactory to Seller, or (ii) Lender's written disapproval of Buyer for such loan, Buyer shall be in default and Seller shall be entitled to retain the Deposit as liquidated damages for taking the Property off of the market and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. If this Agreement provides for a VA guaranteed or FHA insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if Buyer desires to apply for a loan, as indicated above:

5.1 **Prequalification.** Buyer may have obtained a “prequalification” from Lennar Mortgage, LLC for the purpose of determining Buyer's ability to purchase the Property. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO USE LENNAR MORTGAGE, LLC TO OBTAIN FINANCING TO PURCHASE THE PROPERTY.

5.2 **Application.** Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE EFFECTIVE DATE WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes, insurance, Condominium Association, Master Association, and/or Golf Association assessments, as applicable, on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

5.3 **Commitment.** Any lender selected by Buyer shall not require the issuance of a certificate of occupancy and the appraiser's final inspection prior to the release of loan documents for Closing. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan Commitment and the mortgage loan Commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan Commitment not being satisfied for any reason, this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property as a cash transaction. If the mortgage loan Commitment is withdrawn following the expiration of the Mortgage Period, Buyer shall notify Seller, in writing, of such fact within five (5) calendar days. Buyer shall also provide financial statements or other written verification of Buyer's ability to purchase the Property with cash within five (5) calendar days of withdrawal of the Commitment. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by written notice and refunding to Buyer any paid Deposit. Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to Closing provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Closing. Buyer agrees that it will make no changes to its mortgage financing arrangement, including change of Lender, within the last thirty (30) days before Closing.

5.4 **Appraisal.** If the Lender's appraiser appraises the value of the Property for less than the Total Purchase Price, Buyer shall notify Seller, in writing, of such fact within three (3) calendar days from the receipt of the written appraisal. Seller shall then have the option, but not the obligation, in Seller's sole and absolute discretion, to: (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing; or (ii) allow Buyer to pay the difference between the mortgage loan proceeds and the amounts required to close the transaction contemplated by this Agreement and proceed to Closing (the **“Additional Cash to Close Funds”**).

Under no circumstances shall Buyer be excused from performance under this Agreement as a result of Lender's appraisal. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

5.5 **Sale of Other Residence.** Notwithstanding any condition in the loan Commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Agreement is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

6. **Deposit.** In the event Buyer's Deposit exceeds ten percent (10%) of the Total Purchase Price, the following provision shall be applicable: Buyer acknowledges, understands, and agrees that (i) Seller may not apply for or obtain all permits necessary to construct the Unit within thirty (30) days from the Effective Date of this Agreement and (ii) Seller may not commence work on the Unit within ninety (90) days of the issuance of such permits, provided however, Seller shall apply for or obtain such permits within one (1) year after the Effective Date of this Agreement (the "**Permit Issuance Date**") and Seller shall commence work no later than one (1) year from the Permit Issuance Date. Buyer acknowledges and agrees that the foregoing shall constitute an extension of the time limitations set forth in Section 489.126, Florida Statutes.

7. **Funds.** Buyer shall remit to Seller the Initial Deposit, Additional Deposit or Advance Payments by check, cashier's check or wire transfer. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing. Any funds paid by Buyer under the terms of this Agreement to Seller, including funds paid through a check or cashier's check are accepted by Seller subject to collection.

UNLESS A WRITTEN REQUEST FOR PAYMENT BY CASHIER'S CHECK IS RECEIVED AND APPROVED BY SELLER NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT CLOSING PROCEEDS MUST BE BY FEDERAL WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS. BUYER IS RESPONSIBLE FOR ALL BANK OR WIRE TRANSFER CHARGES AND CURRENCY EXCHANGE FEES. WITHOUT LIMITING ANY OTHER PROVISIONS HEREIN, IF ANY DEPOSIT AND/OR CLOSING PROCEEDS ARE NOT TIMELY PAID, BUYER SHALL BE IN DEFAULT. Notwithstanding the foregoing, if Seller approves Buyer's written request to deliver a cashier's check and thereafter Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Unit until the cashier's check has cleared.

8. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of Deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

9. **Closing.** Without limiting the terms of Section 10 below, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Upon Closing all contracted services to be performed under this Agreement by Seller (the "**Contracted Services**") shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Unit, punch list work, or warranty work. Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider 1 attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified in this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close at the date, time and place specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated in Section 19 below, or to charge Buyer Two Hundred Fifty Dollars (\$250.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. In addition, if Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an amount equal to One Percent (1%) of the Total Purchase Price shall also be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at Closing. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion. It is a requirement that Buyer's Lender meet the Closing date and a delay by the Lender shall not be an excuse for Buyer's timely performance. The Closing date must be met even though the certificate of occupancy

and final appraiser's inspection may not be received until the day of Closing. The Lender may make the receipt of said items a "funding condition" prior to final disbursement but the receipt of these items shall not be a condition preventing the preparation and release of loan and closing documents for Closing. Notwithstanding the foregoing and subject to the provisions of Section 5.3 above, if the Mortgage Contingency box is checked above, Seller will agree to postpone Closing and not impose late charges to the extent such postponement is required in order for Buyer's Lender to meet any pre-closing waiting period required as the result of Buyer's Lender's issuance of revised closing disclosures under 12 C.F.R. § 1026.19(f)(2)(ii) of the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule when such revisions directly result from a Seller action taken within six (6) calendar days of the Closing Date. However, in such event, Seller shall have no liability to the Buyer for failure to deliver the Property on the originally scheduled Closing Date.

10. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Unit not be completed by an estimated completion date. Further, if Seller is unable to complete certain non-essential improvements to the Property on or before the Closing, such as finish grading, landscaping, hardscaping, fencing, perimeter buffers, perimeter walls or retaining walls, Buyer agrees that the Closing shall occur and all documents recorded without installation of such improvements until after the Closing (hereinafter, "**Post-Closing Work**"), provided the Unit is habitable and the Post-Closing Work is thereafter promptly installed without additional cost to Buyer. Buyer agrees to allow Seller to enter the Property to complete the Post-Closing Work. Notwithstanding the foregoing, upon Closing all Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Unit, punch list work, or warranty work.

11. **Services and Amenities.** Pursuant to 15 U.S.C. 1703(a)(2)(D), Seller acknowledges and agrees that the roads granting access to the Condominium, and the sewers, water, and electric service serving the Unit will be completed by Seller on or before the Closing Date. The recreational facilities for the Master Community as set forth in Page 3 of the Prospectus will be completed by the developer of the Master Community not later than December 31, 2030. For more information about the services and amenities for the Unit and the Condominium, please refer to the Condominium Documents.

12. **Casualty Before Closing.** If between the Effective Date and the Closing the Unit or Condominium is damaged by fire, natural disaster, act of terrorism or other casualty, the following shall apply:

12.1 Risk of loss to the Unit by fire, natural disaster, vandalism, act of terrorism or other casualty or condition prior to Closing is assumed by Seller. If the Unit is damaged but there is no damage to the common elements of the Condominium, Seller shall be obligated to repair the damage to the Unit and this Agreement shall continue in full force and effect, and Buyer shall have no right to reject title or receive a credit against or abatement in the Total Purchase Price. Buyer agrees that, if the casualty or condition occurs during construction, that Seller is only obligated to restore or repair the affected part of the Unit to as-new condition and that Seller is under no obligation to disclose to Buyer the fact of repair or restoration or the casualty or condition that necessitated the repair or restoration. In the event of damage to both the common elements and the Unit, the responsibility for repair or replacement of the damage to the common elements rests with the Condominium Association, and responsibility for repair or replacement of the damage to the Unit rests with the Seller. Repairs and replacement of the damage to the common elements of the Condominium and to the Unit are subject to the terms of the Declaration of Condominium. Buyer shall have no right to reject title or receive a credit against or abatement in the Total Purchase Price, provided that repair or replacement of the damage, substantially in accordance with the pre-existing plans, is made within a reasonable period of time after the loss and receipt of the insurance proceeds. If the Condominium Association fails to repair or replace the loss or damage to the common elements of the Condominium after a reasonable time and such failure prevents the Seller from repairing or replacing the damage to the Unit, then Seller shall give written notice to the Buyer of the Condominium Association's failure. Either Seller or Buyer may elect to terminate this Agreement by giving written notice to the other within seven (7) calendar days of Buyer's receipt of such written notice, time being of the essence to the parties, and thereupon, this Agreement shall be of no further force or effect.

12.2 In the event Buyer or Seller elects to terminate this Agreement, as provided in Section 12.1 above, then Seller shall refund to Buyer all monies deposited hereunder whereupon the parties shall be released and discharged of all claims and obligations hereunder, except that if Buyer is then otherwise in default hereunder, Seller shall retain all or a portion of the Deposit and of the Advanced Payments for options, extras and/or upgrades as and for liquidated damages as provided in Section 19 hereof.

12.3 Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss or damage shall belong entirely to Seller as to the Unit and to the Condominium Association as to the common elements. If such proceeds shall be paid to Buyer, Buyer agrees that such funds are the property of Seller or Condominium Association, as applicable, and Buyer shall promptly upon receipt thereof turn the same over to Seller as to the Unit or the Condominium Association as to the common elements.

12.4 Risk of loss to the Unit by fire, natural disaster, vandalism, act of terrorism or other casualty or condition from and after Closing is assumed by Buyer.

13. **Escrow of Deposit.**

13.1 Buyer understands that Truist Bank ("**Escrow Agent**") whose address is **2713 Forest Hills Road, S.W., Building 2, Floor 2, Mail Code: 100-50-02-80, Wilson, NC 27893, Attention: Corporate Trust Services**, will hold the Deposit in an escrow account (the "**Escrow Account**"), pursuant to the terms of this Agreement, Chapter 718 of the Florida Statutes, and the Escrow Agreement attached to the Prospectus for the Condominium. Seller and Buyer agree to be bound by the terms of the Escrow Agreement. Any Deposits made by Buyer in excess of ten percent (10%) of the Total Purchase Price may be used by Seller only for the purposes permitted or authorized by Section 718.202(3) of the Florida Statutes, and not for any of the purposes which are expressly prohibited by the foregoing statute. Buyer may obtain a receipt for his/her Deposit from the Escrow Agent upon request. No interest shall be paid to Buyer on the Deposit except if Buyer shall have properly terminated this Agreement pursuant to its terms or the provisions of Chapter

718 of the Florida Statutes, in which case Buyer shall receive interest if any has been earned on the Deposit. Escrow Agent may deposit monies held in the Escrow Account in savings or time deposit accounts at a bank or savings and loan association insured by an agency of the United States Government and/or, if approved in writing by Seller, in securities of the United States Government or any agency thereof, with interest and dividends, if any, paid to Seller upon the payment of the Deposit to Seller. By signing this Agreement, Buyer expressly authorizes Escrow Agent to disburse Buyer's payments held in the Escrow Account to Seller's account at Closing, or to Seller upon Buyer's default. Buyer agrees to indemnify and hold Escrow Agent harmless from any claims or damages that may result from Escrow Agent's escrowing or disbursing of Buyer's Deposit, other than those claims or damages resulting from Escrow Agent's gross negligence or willful malfeasance. Escrow Agent shall not be responsible for any act or omission to act, unless occurring due to its sole gross negligence or willful malfeasance, and upon making delivery of the monies that Escrow Agent holds in accordance with the terms of this Agreement and the Escrow Agreement, Escrow Agent shall have no further liability. Seller and Buyer, jointly and severally, shall indemnify and hold Escrow Agent harmless from any and all damages or losses arising by reason of Escrow Agent having acted as Escrow Agent, or in connection therewith (except for damages or losses arising out of gross negligence or willful malfeasance), including but not limited to all costs and expenses incurred by Escrow Agent in connection with the filing of an interpleader action, together with reasonable attorneys' fees, paraprofessional fees and legal costs at trial and upon appeal.

13.2 Notwithstanding Section 13.1 above, Buyer acknowledges that the Deposit may be used by the Seller if alternatively assured in accordance with Section 718.202 of the Florida Statutes. Buyer's execution of this Agreement constitutes Buyer's consent and authorization to Seller to use alternatively assured Deposits.

14. **Return of Deposit.** In the event this Agreement is cancelled for any reason other than Seller's default, the Buyer shall be required to execute and return a release form provided by the Seller prior to return of the Deposit in accordance with this Agreement, as set forth herein.

15. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in Sections 16.1, 21 and 22 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed. Upon Closing, within the meaning of Florida Statutes § 95.11(3)(c): (1) Buyer shall have actual possession of the Property, (2) all Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and (3) this Agreement shall be deemed completed. Contracted Services shall not include any corrections of defects or deficiencies in the Unit, punch list work, or warranty work.

16. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

16.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Condominium is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or stewardship district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Condominium Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property; and (9) any deed restrictions reflected in the Deed which specifically incorporate Chapter 558 of the Florida Statutes and the mediation, arbitration and litigation provisions set forth in this Agreement. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

16.2 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

16.3 Seller may not own title to the Property as of the date of this Agreement. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

16.4 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

16.5 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

16.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement. UPON SELLER'S DELIVERY, AND BUYER'S ACCEPTANCE, OF THE DEED ON THE CLOSING DATE, ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS

AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(c). CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE UNIT, PUNCH LIST WORK, OR WARRANTY WORK.

17. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the “**Closing Costs**”) are shown in Rider 1 attached hereto.

18. **Site and Substitutions.**

18.1 **Changes to Plans and Specifications.**

18.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Unit and Condominium to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer’s benefit to allow Seller the flexibility to make such changes and adjustments to the Unit and Condominium. Nothing in this Section shall be deemed to limit rights Buyer may have under Chapter 718 of the Florida Statutes.

18.1.2 **Seller’s Absolute Right to Make Modifications to Plans and Specifications.** The materials, equipment, and fixtures included in and to be used in constructing the Unit and the Condominium will be substantially the same as or similar in quality to those described in the applicable plans and specifications and in the model (except as to extras, options and/or upgrades), if a model has been constructed. Notwithstanding the foregoing, Seller has the absolute right to make modifications to the plans and specifications for the Unit and Condominium. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Unit shall not substantially affect the value of the Unit. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building’s external configuration, its structural components, its finishes and the landscaping associated therewith. Nothing in this Section shall be deemed to limit rights Buyer may have under Chapter 718 of the Florida Statutes.

18.1.3 **Buyer’s Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the Units to be constructed within the Condominium require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Unit and improvements to be constructed within the Unit and Condominium.

18.1.4 **No Warranty for Plans and Specifications on File.** Buyer further acknowledges and agrees that (1) the plans and specifications of the Unit and the Condominium on file with the applicable governmental authorities may not be identical in detail to Seller’s plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Unit and the Condominium may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Section 31 of this Agreement, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Unit and/or the Condominium, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Unit and Condominium as actually constructed (in lieu of what is set forth on the plans and specifications). None of the foregoing is intended as a modification or waiver of Seller’s non-waivable obligations or warranties required by Chapter 718 of the Florida Statutes.

18.2 **Buyer Acknowledgments.** The Condominium may be subject to one or more plats (individually, a “**Plat**”). The Plat may identify some of the common elements comprising part of the Condominium. The descriptions on a Plat are subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on any portion of a Plat. Site plans used by Seller in its marketing efforts may illustrate the types of facilities that may be constructed on the common elements, but such site plans are not a guarantee of what facilities will actually be constructed. Buyer should not rely on any Plat or site plans used for illustration purposes as the Condominium Documents (as defined in Section 24 hereof) govern the rights and obligations of Seller and Buyer with respect to the common elements and all other facilities within the Condominium. Buyer acknowledges and agrees that Buyer has not relied upon any statements, verbal or written, published by or under the authority of Seller in advertising and promotional matter, including but not limited to newspaper, radio or television advertisements, but has based the decision to purchase solely upon Buyer’s personal investigation, observation and the disclosure materials and Condominium Documents provided herewith. Buyer further acknowledges that the primary inducement to purchase under this Agreement is the Unit. Nothing contained in this Section 18.2 shall be deemed to limit or abridge any rights Buyer may have under Section 718.506(1) of the Florida Statutes.

18.3 **Materials, Appliances, Decorative and Landscaping Items.**

18.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller’s opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller’s opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

18.3.2 Facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about the Condominium are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees within the Condominium or on the surrounding area for any reason, subject to applicable law. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Unit: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

18.4 **Deed.** BY ACCEPTANCE OF THE DEED, BUYER ACCEPTS ALL VARIATIONS OF THE UNIT.

19. **Buyer's Default.** In the event of Buyer's default, Seller shall give Buyer written notice of Buyer's breach or default under this Agreement and give Buyer the opportunity to correct such breach or default within twenty (20) days after Buyer's receipt of such notice. Should Buyer fail to close on the title to the Unit as herein provided, or fail to perform or observe any of the Buyer's obligations hereunder, after the expiration of the twenty (20) day notice provided for in the first sentence of this Section, Seller may, at its option, terminate this Agreement by notice to Buyer, which termination will be effective upon the giving of such notice. In such event, Seller shall be entitled to receive as liquidated damages and not as a penalty the portion of the Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, as Seller's sole remedy hereunder. Notwithstanding the foregoing, any Deposits or payments for options, extras and/or upgrades shall also be retained by Seller as part of any liquidated and agreed upon damages. Seller has removed the Unit from the market and has incurred substantial direct and indirect expenses relative to sales, models, advertising and similar items, and Buyer recognizes that such liquidated damages are a fair and reasonable remedy. Forthwith after such termination of this Agreement by Seller, (A) that portion of the Deposit not to exceed fifteen percent (15%) of the Total Purchase Price shall be retained by (or paid by Escrow Agent to) Seller as its sole property, (B) that portion of the Deposit in excess of fifteen percent (15%) of the Total Purchase Price, if any, shall be returned to Buyer. Upon any termination of this Agreement pursuant to this Section, neither party shall have any further obligation to the other except as set forth in the immediately preceding sentence of this Section. Any damage or loss that occurs to the Unit while Buyer is in default will not affect Seller's right to retain or receive liquidated damages as provided for herein. The provisions of this Section shall survive the termination of this Agreement.

20. **Seller's Default.** In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages.

21. **Alternative Dispute Resolution.**

21.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. **"Disputes"** (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Unit, the Condominium or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Unit, or in the Condominium; or (4) issues of formation, validity or enforceability of this Section. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Unit with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

21.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

21.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

21.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

21.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

21.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

21.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

21.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

21.8.1 Notwithstanding the requirements of arbitration stated in Section 21.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

21.8.2 Any mediator and associated administrative fees incurred shall be shared equally by Seller and Buyer; however, Seller and Buyer each agree to pay for their own attorneys' fees and costs.

21.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

21.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

21.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 21.4 ABOVE.

21.11 THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE BUYER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE BUYER; AND WARRANTY RIGHTS ON YOUR UNIT, COMMON ELEMENTS AND IMPROVEMENTS. YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

22. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration (to the extent submitting such Dispute to binding arbitration and mediation does not conflict with Sections 718.111(3), 718.303, and 718.506, Florida Statutes), in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 21, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.

23. **Deed Restriction.** The provisions of Sections 21 and 22 above shall be: (i) subject to the survival provisions of Section 39, (ii) covenants running with the land comprising the Property, (iii) set forth as exceptions in the Deed, and (iv) binding upon Buyer and its successors and assigns in title upon Seller's conveyance of the Property to Buyer and recording of the Deed.

24. **Condominium Documents.** Buyer acknowledges receipt of the copies of those instruments and documents listed on the Receipt for Condominium Documents contained in the Prospectus for the Condominium (the "**Documents Receipt**"), all such documents, which are required to be furnished by Chapter 718 of the Florida Statutes (collectively, the "**Condominium Documents**"),

are incorporated into this Agreement by this reference. Buyer agrees that occupancy of the Unit shall at all times be subject to the provisions of the Condominium Documents. Seller has delivered to Buyer a full set of the Condominium Documents, and Buyer shall execute the Documents Receipt in the form contained in the Condominium Documents. Seller reserves the right, in its sole discretion, to amend any of the Condominium Documents, provided that a copy of such amendment is transmitted to Buyer. Notwithstanding anything to the contrary contained herein, upon recordation of Condominium Documents, Seller shall only have the right to amend the Condominium Documents in accordance with the Condominium Act and provisions of the Condominium Documents. The Seller shall make available to Buyer, for Buyer's inspection at Seller's place of business that is convenient to the site, a copy of the complete set of Seller's plans and specifications for the construction of the Unit and the common elements appurtenant to the Unit. Notwithstanding any other provision herein to the contrary, if this Agreement is terminated for any reason whatsoever, and Buyer has received the Condominium Documents in the form of printed paper, Buyer shall return the Condominium Documents to Seller in the same condition originally received (ordinary wear and tear excepted). If Buyer has received the Condominium Documents in the form of printed paper and the Condominium Documents are not returned upon termination of this Agreement, Seller shall be entitled to charge \$75.00 to Buyer as a result of the termination, to defray Seller's costs and expenses resulting from the preparation, printing and delivery of the Condominium Documents. This Section shall survive termination of this Agreement.

25. **Disclosure Summary.** Buyer understands, acknowledges and agrees that upon conveyance and recording of the Deed to the Property, Buyer will become a member of a Master Association and Golf Association, as set forth in the Condominium Master Disclosure and Information Addendum, and Buyer will be required to pay Assessments (as defined in the Condominium Master Disclosure and Information Addendum) pursuant to such mandatory membership(s). Prior to execution of this Agreement, Seller provided a Disclosure Summary to Buyer regarding Buyer's assessments payable to each mandatory membership Association. The Disclosure Summary is included in this Agreement. BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES. IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER (PURCHASER) BEFORE EXECUTING THIS AGREEMENT (CONTRACT FOR SALE), THIS AGREEMENT (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 THREE (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.

26. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless the Condominium Purchase Price and Payment Addendum attached hereto indicates otherwise, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are employees of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

27. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE CONDOMINIUM ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE CONDOMINIUM. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE CONDOMINIUM, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY UNIT OR HOME WITHIN OR IN PROXIMITY TO THE AREA OF THE CONDOMINIUM WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE CONDOMINIUM HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE UNIT.

28. **Dangerous Condition; Construction Work.**

28.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Condominium prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Condominium prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

28.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements to the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

28.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through mediation or binding arbitration in accordance with the terms of this Agreement. THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES. YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

29. **Natural Disasters.** Seller builds homes to the building code in effect at the time the building permit is applied for Buyer's Home. Building code requirements do not guarantee a home can or will withstand the impacts of a natural disaster; including but not limited to earthquake, forest fire, tornado, hurricane, flood, and avalanche. Seller cannot guarantee the Home, its structure or features will not be impacted by a natural disaster. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding a natural disaster.

Buyer understands and agrees to accept the risks and conditions of natural disasters and to assume all liabilities associated with them. By executing and delivering this Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

30. **Buyer's Option.**

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. 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 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

31. **Warranties.**

31.1 **Limitation of Warranties.**

31.1.1 Buyer acknowledges that at the time of execution of this Agreement, Seller has no reason to know of any particular purpose Buyer has in purchasing the Unit and items of personal property located therein other than normal residential use. From and after Closing, Buyer will only be entitled to receive the benefits of the statutory warranties provided by Section 718.203 of the Florida Statutes, and no written or other warranties are given by Seller with respect to the Unit or the Condominium. In addition, any and all manufacturers' warranties on personalty and fixtures will, to the extent allowable, be passed through to Buyer at Closing and all items covered by manufacturers' warranties are expressly not warranted by Seller.

31.1.2 WITH THE EXCEPTION OF THE WARRANTIES PROVIDED BY SECTION 718.203 OF THE FLORIDA STATUTES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, INTENDED USE, WORKMANSHIP, OR CONSTRUCTION RESPECTING THE UNIT, COMMON ELEMENTS OF THE CONDOMINIUM, AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY SOLD PURSUANT TO THIS AGREEMENT, OR ANY OTHER REAL OR PERSONAL PROPERTY WHATSOEVER CONVEYED IN CONNECTION WITH THE SALE OF THE PROPERTY, OR LOCATED WITHIN THE CONDOMINIUM WHETHER ARISING FROM THIS AGREEMENT, USAGE, TRADE, IMPOSED BY STATUTE, COURSE OF DEALING, CASE LAW OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, VIEW, SOUND AND/OR ODOR TRANSMISSION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM, THE EXISTENCE OF MOLD, MILDEW, SPORES, FUNGI AND/OR OTHER TOXINS WITHIN THE CONDOMINIUM, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE FLORIDA STATUTES TO THE EXTENT APPLICABLE TO SELLER AND TO THE EXTENT THAT SAME HAVE NOT EXPIRED BY THEIR TERMS. SELLER HAS NOT GIVEN AND BUYER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES.

31.2 SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING GEOLOGICAL OR ENVIRONMENTAL MATTERS SUCH AS RADON GAS, BURIED DEBRIS (UNLESS SUCH DEBRIS WAS BURIED BY SELLER OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS), UNDERGROUND SPRINGS, SINKHOLES, KARSTS, SUBSIDENCE, CAVITIES, MINESHAFTS OR OTHER SUBSURFACE ANOMALIES. SELLER SPECIFICALLY EXCLUDES SUCH GEOLOGICAL AND ENVIRONMENTAL MATTERS FROM ANY WARRANTIES GIVEN UNDER THIS AGREEMENT.

31.3 Normal swelling, expansion and contraction of materials and construction, and any cracks appearing as a result thereof or as a result of settlement of, in or on the Unit shall not be deemed to be construction defects. Upon Closing, Seller shall deliver to Buyer all manufacturers' warranties, if any, covering the consumer products (if any) to be conveyed to Buyer hereunder; provided, however, SELLER SHALL NOT THEREBY BE DEEMED TO WARRANT ANY SUCH CONSUMER PRODUCT OR TO ADOPT ANY LIABILITY FOR ANY SUCH MANUFACTURERS' WARRANTY THEREOF.

31.4 Given the climate and humid conditions in Florida, mold, mildew, spores, fungi and/or other toxins may exist and/or develop within the Condominium and the Unit. Buyer is hereby advised that certain mold, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By closing, Buyer shall be deemed to have assumed the risks associated with mold, mildew, spores, fungi and/or other toxins and to have released Seller from any and all claims and liability resulting from same. Without limiting the generality of the foregoing, Seller hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Unit and the Condominium, the existence of mold, mildew, spores, fungi and/or other toxins within the Unit and the Condominium, except only those set forth in Section 718.203 of the Florida Statutes to the extent applicable or to the extent that same have not expired by their terms. Seller has not given and Buyer has not relied on or bargained for any such warranties. Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Buyer understands and agrees that Seller is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by Buyer, its family members and/or its or their guest, tenants, and invitees as a result of mold, mildew, fungus or spores. It is the Buyer's responsibility to keep the Unit clean, dry, well ventilated and free of contamination.

31.5 Buyer acknowledges and agrees that Seller has made no representations or warranties regarding (i) the economic advantages or disadvantages of purchasing the Unit, (ii) any potential increase in the value of the Unit above the Total Purchase Price, or (iii) the purchase of the Unit as an investment or for other economic purposes, and Buyer has and will rely on its own determination of such matters in purchasing the Unit.

31.6 Buyer agrees that no warranties, express or implied, representations, understandings, guarantees or promises have been made to or relied upon by Buyer in making the determination to execute this Agreement.

31.7 Buyer acknowledges and agrees that Seller has made no representations or warranties regarding the existence or quality of any views that will be visible from the Unit when completed, and Buyer understands and agrees that the view from the Unit can and will only be determined upon completion of the Unit, and the Condominium, and that any views that can be anticipated from models, sketches or other materials attempting to show how the Condominium will look upon completion cannot be relied upon for such purpose, and Buyer is not purchasing the Unit in reliance on the Unit having any particular view.

31.8 No Warranties for Third Party Construction. Seller does not warrant any of the work performed in the Unit or the Condominium by third party contractors, not hired by Seller, prior to or after the Closing and shall not be liable for any defects in the work performed by third party contractors not hired by Seller, nor for any adverse impact to the Unit or Condominium caused thereby.

32. Representation of Compliance with OFAC Regulations. Buyer represents and warrants that Buyer is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"), including OFAC's Specially-Designated-Nationals ("SDN") list and lists of known or suspected terrorist organizations. If Seller identifies or is informed that Buyer is a valid match for OFAC's SDN list, then this Agreement is void, and Seller shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Seller shall immediately contact OFAC to report the transaction and to determine whether deposit money provided by Buyer, if any, should be returned or blocked, consistent with OFAC regulations.

33. Agreement not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

34. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

35. Time of the Essence. Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.

36. Interpretation and Computation of Time. The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each has made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

37. Notice. Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, overnight professional courier or electronic transmission (with confirmation and copy by (1) certified

mail, if Buyer’s address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller’s sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

38. **Waiver.** Seller’s waiver of any of its rights or remedies shall not operate to waive any other of Seller’s rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

39. **Survival.** Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise. NOTWITHSTANDING THE FOREGOING, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(c). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER’S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE UNIT, PUNCH LIST WORK, OR WARRANTY WORK.

40. **Incorporation and Severability.** The explanations and disclaimers set forth in the Condominium Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

41. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

42. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, COOPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE CONDOMINIUM DOCUMENTS. Nothing contained in this Section shall be deemed to limit any rights Buyer may have under Section 718.506(1) of the Florida Statutes.

43. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and an authorized representative of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

44. **Additional Changes.** Notwithstanding Section 43 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Condominium Documents, to change the terms and provisions of this Agreement and/or the Condominium Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction. Notwithstanding Section 43 of this Agreement, Seller, and/or the developer or declarant under the Condominium Documents, shall have the right to amend all Condominium Documents for development or other purposes.

45. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Unit itself and not (1) the common facilities comprising part of the Condominium, if any, or (2) any expectation that the Property will increase in value.

46. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Condominium, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.

47. **Riders and Addenda.** This Agreement consists of fifteen (15) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check (☑) all that apply:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Rider 1 (Southwest Division) | <input checked="" type="checkbox"/> Lakewood Ranch Stewardship District Brochure |
| <input checked="" type="checkbox"/> Condominium Master Disclosure and Information Addendum | <input type="checkbox"/> Sales Incentive Addendum |
| <input checked="" type="checkbox"/> Condominium Purchase Price and Payment Addendum | <input type="checkbox"/> Cooperating Broker Agreement |
| <input checked="" type="checkbox"/> Affiliated Business Arrangement Disclosure Statement* | <input type="checkbox"/> FHA/VA Addendum |
| <input checked="" type="checkbox"/> Election Form Addendum | <input type="checkbox"/> Out of State Non-Solicitation Addendum (Multi-State) |
| <input checked="" type="checkbox"/> Insulation Addendum | <input type="checkbox"/> Out of State Non-Solicitation Addendum (California Connecticut New York and Puerto Rico) |
| <input checked="" type="checkbox"/> Indoor Environmental Quality Disclosure | <input checked="" type="checkbox"/> Privacy Policy Notice and Consent Addendum |

- ☒ Receipt for Condominium Documents

☒ Addendum for Natural and Manmade Products

☒ Alternative Media Disclosure Statement and Buyer’s Consent

☐ _____
- ☒ Connected Home Addendum

☒ Conveyance to Foreign Entities Act Addendum

☒ Rider A (Florida Master)

☐ _____

*On _____ Seller provided to Buyer an Affiliated Business Arrangement Disclosure Statement (“**ABAD**”) that sets forth Seller’s business relationships with affiliated settlement service providers, including but not limited to, Lennar Mortgage, LLC, Lennar Title, Inc., and Lennar Insurance Agency, LLC, and their respective types of charges and range of charges; Buyer acknowledges and confirms receipt of the previously delivered ABAD on _____.

48. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized representative of Seller has executed this Agreement. The date of such acceptance is the “**Effective Date**” of this Agreement. In the event Buyer’s offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer’s offer shall be deemed withdrawn.

49. **Property Tax Disclosure.** Pursuant to Section 689.261 of the Florida Statutes, Seller provides the following notice: BUYER SHOULD NOT RELY ON THE SELLER’S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER’S OFFICE FOR INFORMATION.

50. **Florida Homeowners’ Construction Recovery Fund.** Pursuant to Section 489.1425 of the Florida Statutes, Seller provides the following notice. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 921-6593, 2601 BLAIR STONE ROAD TALLAHASSEE, FL 32399-1039.

51. **Energy Rating.** Pursuant to Section 553.996 of the Florida Statutes, Buyer may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Unit being purchased. Buyer hereby releases Seller from any responsibility or liability for the accuracy or level of the rating and Buyer understands and agrees that this Agreement is not contingent upon Buyer approving the rating, that the rating is solely for Buyer’s own information and that Buyer will pay the total cost of the rating.

52. **Energy Performance Level Display Card.** At the written request of Buyer, Seller shall provide Buyer with an Energy Performance Level (“**EPL**”) Display Card by way of Addendum to this Agreement pursuant to Section 553.9085 of the Florida Statutes.

53. **Radon Gas Notice and Disclaimer.** This disclosure is required by Section 404.056 of the Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

54. **Sinkhole and Subsurface Notice and Disclaimer.** Sinkholes, karsts, subsidence, cavities, and other subsurface anomalies are part of Florida’s natural environment. Buyer represents to Seller that Buyer has made all independent investigations into sinkholes (including, but not limited to, the availability or cost for sinkhole insurance coverage) which Buyer deems appropriate prior to entering into this Agreement. All risks associated with all natural occurrences such as sinkholes shall be borne by Buyer from and after Closing.

55. **Chapter 558 Notice of Claim.** In accordance with Florida law, Seller provides Buyer with the following notice:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

If Buyer rejects any settlement offer made pursuant to such Florida law by Seller or other contractors, subcontractors, suppliers or design professionals hired by, through or under Seller or its affiliates (collectively, “**Protected Parties**”), and Buyer elects to proceed with an action against one or more Protected Parties, Buyer acknowledges that the dispute must be resolved by mediation or, if not resolved by mediation, by binding arbitration as provided in this Agreement. Further, all other provisions of this Agreement respecting disputes remain in full force and effect.

56. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and a complete set of which shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

57. **Disclosure Summary.**

57.1 AS A BUYER (PURCHASER) OF A UNIT IN THIS CONDOMINIUM, UPON CONVEYANCE AND RECORDING OF THE DEED TO THE PROPERTY, YOU WILL BE OBLIGATED TO BE A MEMBER OF THE FOLLOWING HOMEOWNERS’ ASSOCIATION(S) AND/OR CLUB: (i) CALUSA COUNTRY CLUB MASTER ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“**MASTER ASSOCIATION**”) (ii) CALUSA COUNTRY CLUB, INC., A

FLORIDA NOT-FOR-PROFIT CORPORATION (“**GOLF ASSOCIATION**”), (iii) N/A (“**OTHER ASSOCIATION**”), (iv) N/A (“**CLUB**”).

57.2 THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THE CALUSA COUNTRY CLUB (“**MASTER COMMUNITY**”), N/A (“**NEIGHBORHOOD**”), AND CALUSA COUNTRY CLUB – GOLF (“**OTHER PROPERTY**”).

57.3 YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE MASTER ASSOCIATION. THE MASTER ASSOCIATION ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT OF THE MASTER ASSOCIATION ASSESSMENTS IS \$_____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE MASTER ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$N/A PER N/A.

57.4 YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE GOLF ASSOCIATION. THE GOLF ASSOCIATION ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT OF THE GOLF ASSOCIATION ASSESSMENTS IS \$_____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE GOLF ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$N/A PER N/A.

57.5 YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, SPECIAL DISTRICT, OR STEWARDSHIP DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

57.6 YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY THE MASTER ASSOCIATION, GOLF ASSOCIATION, OTHER ASSOCIATION AND/OR CLUB COULD RESULT IN A LIEN ON YOUR PROPERTY.

57.7 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 MASTER ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____. 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 GOLF ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.

57.8 THE DEVELOPER AND/OR SELLER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS OF THE MASTER ASSOCIATION OR GOLF ASSOCIATION, AS APPLICABLE, WITHOUT THE APPROVAL OF THE MASTER ASSOCIATION, GOLF ASSOCIATION OR THE PROPERTY OWNERS.

57.9 THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE MASTER ASSOCIATION GOVERNING DOCUMENTS AND THE GOLF ASSOCIATION GOVERNING DOCUMENTS.

57.10 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.

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ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.	PURSUANT TO A SPECIAL ACT CHARTER CREATED AND APPROVED BY THE FLORIDA LEGISLATURE IN CHAPTER 2005-338, LAWS OF FLORIDA, AS AMENDED AT CHAPTER 2009-263, AND AS MAY BE FURTHER AMENDED, SELLER PROVIDES THE FOLLOWING NOTICE: THE LAKEWOOD RANCH STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
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THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE (NEW HOME CONSULTANT TO CONFIRM WITH INITIALS BELOW). INITIALS DO NOT CONSTITUTE ACCEPTANCE OF THE AGREEMENT.

Buyer
Date: _____

Initials - New Home Consultant
Date: _____

Buyer
Date: _____

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

Buyer
Date: _____

CONVEYANCES TO FOREIGN ENTITIES ACT ADDENDUM
FLORIDA CONDOMINIUMS

THIS ADDENDUM (this “**Addendum**”) is, by this reference, made part of the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit ____ of Building _____ of the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Conveyances to Foreign Entities Act, Sections 692.201-205, Florida Statutes (“Foreign Entities Act”).** Florida law restricts certain purchases of real property by Foreign Principals domiciled in foreign countries of concern. A “foreign country of concern”, as defined in the Foreign Entities Act, includes China, Russia, Iran, North Korea, Cuba, Venezuela, and Syria. Buyer represents and warrants to Seller that Buyer has reviewed and is familiar with the Foreign Entities Act, and that Buyer’s purchase of the real property will be permitted by and in compliance with the Foreign Entities Act.

2.1 Buyer agrees to sign and return an affidavit (the “**Affidavit**”) as required by the Foreign Entities Act at Closing, or before Closing within three (3) calendar days from Seller’s written request to Buyer, attesting that Buyer is (1) not a foreign principal; and (2) in compliance with the corresponding requirements of the Foreign Entities Act.

2.2 Failure to execute and return the Affidavit at Closing, or prior to Closing within three (3) days of Seller’s written request, will constitute a default by Buyer and the remedies available to Seller for Buyer’s default under the Agreement shall apply. Buyer acknowledges that Seller has no obligation or duty to investigate any existing or prospective buyers to determine whether they are foreign principals.
3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

THIS FLORIDA CONTRACTED SERVICES ADDENDUM/AMENDMENT (this “**Addendum**”) is, by this reference, made part of the Purchase and Sale Agreement (including without limitation the addenda, exhibits and riders thereto) (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Amendments.** Notwithstanding anything to the contrary in the Agreement, Buyer and Seller hereby acknowledge that the Agreement is amended to include the following provisions as a result of 2017 changes to the Florida Statutes:

2.1 **Closing.** The first five sentences of the “CLOSING” Section are deleted in their entirety and replaced with the following:

Closing. Without limiting the terms of the “COMPLETION DATE” Section of the Agreement, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement (“**Closing**”) and Buyer shall close on such Closing Date (the “**Closing Date**”). Upon Closing all contracted services to be performed under this Agreement by Seller (the “Contracted Services”) shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes §95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Unit, punch list work, or warranty work. Buyer will be given notice of the Closing Date, time and place by the “**Closing Date Notice Period**” (as such term is defined in Rider 1 attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller’s option.

2.2 **Completion Date.** The “COMPLETION DATE” Section is deleted in its entirety and replaced with the following:

Completion Date. It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller’s sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Unit not be completed by an estimated completion date. Notwithstanding the foregoing, upon Closing all Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and this Agreement shall be deemed completed, within the meaning of Florida Statutes § 95.11(3)(c). Contracted Services shall not include any corrections of defects or deficiencies in the Unit, punch list work, or warranty work. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Unit shall be completed not later than two (2) years from the date of Buyer’s execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Unit is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties’ rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

2.3 **Deed.** The “DEED” Section is deleted in its entirety and replaced with the following:

Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the “**Deed**”) describing the Property, which Deed shall convey title to Buyer subject to all matters described in the “MEDIATION/ARBITRATION OF DISPUTES” and “OTHER DISPUTE RESOLUTIONS” Sections of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed. Upon Closing, within the meaning of 95.11(3)(c): (1) Buyer shall have actual possession of the Property, (2) all Contracted Services to be performed under this Agreement by Seller shall be deemed completed and fully performed, and (3) this Agreement shall be deemed completed. Contracted Services shall not include any corrections of defects or deficiencies in the Unit, punch list work, or warranty work.

2.4 **Closing and Title Matters.** The last subparagraph of the “CLOSING AND TITLE MATTERS” Section is deleted in its entirety and replaced with the following:

The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement. UPON SELLER’S DELIVERY, AND BUYER’S ACCEPTANCE, OF THE DEED ON THE CLOSING DATE, ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(c). CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE UNIT, PUNCH LIST WORK, OR WARRANTY WORK.

2.5 **Survival.** The “SURVIVAL” Section is deleted in its entirety and replaced with the following:

Survival. Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise. NOTWITHSTANDING THE FOREGOING, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THIS AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THIS AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF *FLORIDA STATUTES* § 95.11(3)(c). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER’S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE UNIT, PUNCH LIST WORK, OR WARRANTY WORK.

2.6 **Inspection of the Unit.** The “INSPECTION OF THE UNIT” Section of Rider 1 shall be amended and modified as follows:

Inspection of the Unit. BUYER SHALL BE GIVEN AN OPPORTUNITY TO EXAMINE THE UNIT WITH SELLER’S REPRESENTATIVE PRIOR TO CLOSING ON A DATE AND TIME SCHEDULED BY SELLER (A “**HOME DEMONSTRATION**,” COMMONLY REFERRED TO AS A “**WALKTHROUGH**”). AT THAT TIME, IF ANY DEFECTIVE OR INCOMPLETE ITEMS ARE NOTED, BUYER SHALL PRESENT TO SELLER AN INSPECTION STATEMENT LISTING SAID ITEMS AND SIGNED BY BUYER. IF ANY ITEMS NOTED ARE ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER’S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR UNIT IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE ITEMS AT SELLER’S COST. A SECOND INSPECTION (A “**NEW HOME ORIENTATION**,” COMMONLY REFERRED TO AS “**ACCEPTANCE**”) OF THE UNIT WILL BE CONDUCTED PRIOR TO CLOSING, AT WHICH TIME BUYER WILL BE GIVEN AN OPPORTUNITY TO EXAMINE THE UNIT WITH SELLER’S REPRESENTATIVE TO ACKNOWLEDGE THAT ITEMS LISTED ON THE INSPECTION STATEMENT PREPARED AFTER THE FIRST INSPECTION HAVE BEEN CORRECTED. ANY REMAINING ITEMS THAT SELLER HAS AGREED TO CORRECT WILL BE CORRECTED BY SELLER AT SELLER’S SOLE COST AND EXPENSE PRIOR TO CLOSING (OR AT SELLER’S OPTION, WITHIN A REASONABLE TIME AFTER CLOSING), PROVIDED HOWEVER THAT SELLER’S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING THE CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE UNIT IS HABITABLE. NOTWITHSTANDING THE FOREGOING, AND PURSUANT TO THE AGREEMENT, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THE AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THE AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF *FLORIDA STATUTES* § 95.11(3)(C). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER’S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE UNIT, PUNCH LIST WORK, OR WARRANTY WORK. THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. NO ESCROW OR HOLDBACK OF CLOSING FUNDS OR ANY CASH TO CLOSE SHALL BE PERMITTED. IF A BUYER FAILS TO TAKE ADVANTAGE OF ANY PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO INSPECT THE UNIT PRIOR TO CLOSING.

3. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

BUYER
Date: _____

BUYER
Date: _____

BUYER
Date: _____

BUYER
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

RIDER 1

(Southwest Division)

THIS RIDER 1 (Southwest Division) (this “**Rider 1**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) entered into as of the _____ day of _____, 20____, between _____ (“**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider 1 to the Agreement shall be deemed to include references to this Rider 1 and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

“**Closing Date Notice Period**” shall mean at least ten (10) days prior to the Closing Date.

“**Mortgage Period**” shall mean thirty (30) days from the Effective Date of the Agreement.

2. **Application for Loan.**

2.1 Notwithstanding any provision in the Agreement to the contrary, if Buyer is applying for a loan in excess of 80 % of the Total Purchase Price, and the Unit is not being acquired as a primary residence, Buyer agrees to accept a loan equal to 80% of the Total Purchase Price if the institutional lender considering Buyer's loan application will not approve a loan in excess of 80% of the Total Purchase Price.

2.2 If Buyer provides a written disapproval of loan from Lender within the Mortgage Period, Seller shall refund the Deposit to Buyer, less the sum of One Hundred Twenty-Five Dollars (\$125.00), to cover Seller’s expenses related to denial of Buyer by a Lender within the Mortgage Period, unless Buyer applied for a VA guaranteed loan. The parties shall be released from all liability under the Agreement upon the execution of a Cancellation and Release Agreement without any further acts by either party.

3. **Closing Costs.** BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE CONDOMINIUM PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES, BUILDER’S FEE AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS “**CLOSING COSTS.**” NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO “**PRO RATA SHARES**” WILL BE DEEMED A TIME PRORATION, BASED ON THE DATE OF CLOSING, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE DATE OF CLOSING. The Closing Costs include, without limitation:

3.1 The premium for a policy of owner’s title insurance, any real property transfer taxes in connection with the transfer of the Property, the cost of the documentary stamp taxes or other taxes on the Deed, and the cost to record the Deed. Should the settlement charges that VA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Seller at its sole discretion may terminate the Agreement and refund Buyer’s earnest money. Should the settlement charges that FHA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Buyer may either pay the additional settlement charges or the interest rate on the loan will increase to an interest rate attainable with the settlement charges to be paid by Seller. In the event that Buyer decides to lock in the interest rate and points prior to closing, Buyer agrees to pay the difference between the market rate and the lock-in rate as of the date that the loan rate is locked.

3.2 Customary closing costs of a Buyer of a Unit in a Condominium in connection with obtaining a loan, including but not limited to items such as loan fees, loan closing costs and all other related sums, attorneys’ fees, escrows for taxes and insurance, recording fees, documentary stamp taxes on the note, intangible taxes, credit reports and PMI insurance, if applicable, charged by the Lender or otherwise customary for a Buyer at Closing.

3.3 Title search updates, title examination fees and any other Closing expenses of Buyer.

3.4 All additional costs respecting the Property imposed by any governmental authority.

3.5 The cost of any obligations Buyer incurs not provided for in the Agreement.

3.6 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.

3.7 A pro rata share of County interim service fees, if any.

3.8 A pro rata share of waste fees.

3.9 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.

- 3.10 Any other expenses of an owner of the Property provided for or referenced in the Condominium Documents.
- 3.11 Current expenses of the Property (for example: taxes, special assessments and current assessments to condominium, neighborhood, master and/or other associations) will be adjusted between Seller and Buyer as of the Closing Date. Buyer shall reimburse Seller for any prepaid expenses of the Property such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and contributions made to condominium, neighborhood, master and/or other associations, paid by Seller in advance and/or for the month in which the Closing Date occurs.
- 3.12 Amounts reflected in the Master Disclosure and Information Addendum to the Purchase and Sale Agreement, if any, attached hereto and incorporated herein.
- 3.13 A pro rata share of Buyer's assessments payable to the Association and any other mandatory membership Association or Club, as applicable, including, without limitation, those identified in the Condominium Master Disclosure and Information Addendum.
- 3.14 Reimbursement of reserves, if any, for deferred maintenance and/or capital improvements paid by Seller to the Association in excess of Seller's guarantee obligations pursuant to the Declaration of Condominium.
- 3.15 Buyer and Seller agree that if the Closing takes place in a year in which the real estate taxes on the Condominium property are on one bill and/or combined with other property, then the taxes for the year of Closing shall be prorated as of the date of Closing based upon the equitable estimated assessment to be reasonably determined by Seller and shall not be subject to reparation. Buyer shall pay to Seller at the Closing its share of such taxes. Buyer and Seller further agree that if the Closing takes place in a year in which the real estate taxes are separately assessed against individual units in the Condominium, proration of same shall take place as of the date of Closing based on the tax bill for the prior year if the bill for the current year is not yet available. Buyer shall pay such tax bill and any request for real estate tax reparation for the year in which the Closing occurs (whether such request is (i) due to the fact that the actual taxes for the year of Closing vary from the amount used in the Settlement Statement or (ii) due to clerical or scrivener's error in the Settlement Statement) must be submitted by the party requesting the adjustment and received by the non-requesting party no later than by May 31 of the year following the year in which the Closing occurs. In the event that Seller shall pay such tax bill, the aforementioned method of reparation shall also be applicable. Without limiting the foregoing, reparation shall only be available if the Unit is separately assessed in the year of the Closing.
- 3.16 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of the Agreement, shall be paid by Buyer at the time of Closing.
- 3.17 The cost of soil treatment of the Property, if applicable.
- 3.18 The cost of courier fees.
4. **Site and Substitutions.** If Buyer purchases any upgrades or options that include specific manufacturers, Seller will provide Buyer with notice of any change in manufacturer and allow Buyer the option to choose from available manufacturers. Seller may substitute special order items relating to building materials, appliances, fixtures, windows or other elements specifically ordered by Buyer in writing upon consent of Buyer, which consent shall not be unreasonably withheld.
5. **Additional Financing and Closing Costs Disclosures.**
- 5.1 If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.
- 5.2 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.
- 5.3 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER.
- 5.4 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.
- 5.5 Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to Closing provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Closing. No changes in the Lender without Seller's prior written consent shall be permitted thereafter and any attempted change of Lender within thirty (30) days of Closing without Seller's prior written consent shall be a default hereunder. A change in Lender shall not give Buyer any right to delay the Closing or change the terms of

Section 4 of the Agreement. Buyer acknowledges that the foregoing requirement is necessary to prevent Closing delays and to give Seller adequate time to make Closing arrangements.

5.6 Some Lenders may have a policy of delaying a buyer's closing on a Unit until several days after the Certificate of Occupancy is issued for such Unit. Buyer acknowledges and agrees that if Buyer's Lender is unable to close on the loan at the date, time and place specified by Seller, due to any delay in the issuance of the Certificate of Occupancy respecting the Unit, Seller shall have the option to declare Buyer in default and seek the remedies stated in the Agreement, or to charge Buyer Two Hundred Fifty Dollars (\$250.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If the Certificate of Occupancy is issued on the Unit during the last day of the month for which Closing is scheduled, Buyer acknowledges and agrees that Buyer must close on the Unit on the last day of such month, at the time and place specified by Seller. If Buyer delays the Closing beyond the last day of the month for which Closing is scheduled, and Seller agrees to an extension of the date of Closing beyond the last day of the Month for which Closing is originally set, Seller shall also have the option to charge Buyer an amount equal to One Percent (1%) of the Total Purchase Price for each month after the originally scheduled Closing Date, as set forth in the Agreement.

6. **Name Change or Change in Party.** As set forth in the Agreement, Buyer is not permitted to assign the Agreement without Seller's written consent. Notwithstanding the foregoing, if Buyer desires to take title to the Property in a name other than Buyer's name, Buyer must notify Seller in writing within thirty (30) days from the Effective Date of the Agreement. Upon receipt of Buyer's request, Seller shall notify Buyer whether the name change or change in party is approved by Seller, whereupon Seller and Buyer shall execute an Amendment to Change Party. If Buyer wishes to change name or change party at any time after thirty (30) days from the Effective Date, then Buyer must pay Seller Two Hundred and Fifty Dollars (\$250.00) to cover Seller's administrative expenses together with any such request. The payment of the \$250.00 administrative expenses is not a guarantee that Seller will approve any name change or change in party.

7. **Selections.** Seller will provide Buyer, when available, color and/or material choices for those items for which Buyer will have a choice, if any (in Seller's sole discretion). If Buyer fails to complete and return the color and/or material selections to Seller within (i) twenty (20) days from Buyer's execution of the Agreement if purchasing a Unit that is not yet under construction, or (ii) forty-eight (48) hours from Buyer's execution of the Agreement if purchasing a Unit under construction (the "**Selection Period**"), Buyer understands that all choices will be made by Seller and Buyer will have no reason to object to those choices. Colors of all items and materials not included in that checklist will be selected by Seller. If Buyer fails to make the required selections within the Selection Period, Seller shall make the required selections on behalf of Buyer. Buyer shall have no right to change the choices after the Selection Period. Any changes, options, alterations and extras requested by Buyer, after the Selection Period will be at Seller's discretion and subject to current prices and availability. Any changes after the Selection Period will bear an administrative charge of \$200 for each individual change to be paid by Buyer in addition to the cost of the change before the change is made. Buyer understands and agrees that any changes, alterations or extras requested by Buyer will likely delay the completion of the Unit. Administrative charges will not be credited as earnest money at Closing or refunded to Buyer under any circumstance. Dimensions of Buyer's Unit may differ from those reflected in brochures, advertisements, artist's renderings and marketing floor plans. Actual dimensions may vary upon completion of the Unit.

8. **Inspection of the Unit.** BUYER SHALL BE GIVEN AN OPPORTUNITY TO EXAMINE THE UNIT WITH SELLER'S REPRESENTATIVE PRIOR TO CLOSING ON A DATE AND TIME SCHEDULED BY SELLER (A "**HOME DEMONSTRATION**," COMMONLY REFERRED TO AS A "**WALKTHROUGH**"). AT THAT TIME, IF ANY DEFECTIVE OR INCOMPLETE ITEMS ARE NOTED, BUYER SHALL PRESENT TO SELLER AN INSPECTION STATEMENT LISTING SAID ITEMS AND SIGNED BY BUYER. IF ANY ITEMS NOTED ARE ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER'S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR UNIT IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE ITEMS AT SELLER'S COST. A SECOND INSPECTION (A "**NEW HOME ORIENTATION**," COMMONLY REFERRED TO AS "**ACCEPTANCE**") OF THE UNIT WILL BE CONDUCTED PRIOR TO CLOSING, AT WHICH TIME BUYER WILL BE GIVEN AN OPPORTUNITY TO EXAMINE THE UNIT WITH SELLER'S REPRESENTATIVE TO ACKNOWLEDGE THAT ITEMS LISTED ON THE INSPECTION STATEMENT PREPARED AFTER THE FIRST INSPECTION HAVE BEEN CORRECTED. ANY REMAINING ITEMS THAT SELLER HAS AGREED TO CORRECT WILL BE CORRECTED BY SELLER AT SELLER'S SOLE COST AND EXPENSE PRIOR TO CLOSING (OR AT SELLER'S OPTION, WITHIN A REASONABLE TIME AFTER CLOSING), PROVIDED HOWEVER THAT SELLER'S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING THE CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE UNIT IS HABITABLE. NOTWITHSTANDING THE FOREGOING, AND PURSUANT TO THE AGREEMENT, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THE AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THE AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(C). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER'S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE UNIT, PUNCH LIST WORK, OR WARRANTY WORK. THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. NO ESCROW OR HOLDBACK OF CLOSING FUNDS OR ANY CASH TO CLOSE SHALL BE PERMITTED. IF A BUYER FAILS TO TAKE ADVANTAGE OF ANY PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO INSPECT THE UNIT PRIOR TO CLOSING.

9. **No Right to Enter.** Buyer acknowledges that all matters pertaining to the initial construction of the Property will be performed by Seller and Seller's representatives. Buyer acknowledges and agrees that for reasons of safety and to comply with liability and insurance requirements imposed upon Seller, neither Buyer nor any agent of Buyer shall, until after the Closing, be permitted to enter upon the Property without Seller's prior written approval and without being accompanied by Seller's representative. Any permitted personal inspections shall be made at times designated by Seller and upon written permission of Seller, and shall not be allowed under any condition prior to the formal inspection described above and only with Seller's representative. Buyer agrees not to give instructions to, interfere with or interrupt any workmen at the Property. Buyer may not order any work on the Property until after the Closing, other than options, upgrades and/or extras that Seller has agreed in writing to provide. Buyer recognizes that Seller is under no obligation to agree to provide options, extras and/or upgrades. Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a "material breach" and shall entitle Seller to declare the Agreement to be in default in accordance with the provisions of the Buyer's Default Section in the Agreement. Seller's failure to promptly take any action with respect to Buyer's breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder. Whenever the Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Without limiting Seller's rights contained within the Site and Substitutions Section in the Agreement, should Seller fail to provide any item of construction required to be provided or any option, extra and/or upgrade, Buyer's sole remedy therefore will be to collect an amount from Seller equal to Seller's cost for such item and for Seller's cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller's rights and Buyer's obligations contained within this Section and elsewhere in the Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer's sole remedy therefore is for Seller to, at Seller's sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

10. **Cooperation with Closing Agent.** Buyer agrees to promptly provide closing agent all information and documentation that either closing agent or the title insurance company is required to obtain by law, including any requirements of the U.S. Department of the Treasury. Buyer's failure to cooperate with or provide information to the closing agent or otherwise comply with U.S. Department of the Treasury requirements shall be a default.

11. **Subsequent Payment of Initial Deposit.** If Buyer has not already paid the Initial Deposit at the time Seller accepts the Agreement, Buyer will make the Initial Deposit within twenty-four (24) hours of when this Agreement is accepted by Seller ("**Subsequent Payment**"). When a Subsequent Payment is required, any provisions in the Agreement which state that an Initial Deposit has already been provided to or received by Seller are revised to state that Buyer has chosen a method of payment that will require Buyer to make a Subsequent Payment.

12. **Debit/Credit Card Deposit.** If Buyer makes the Initial Deposit using a credit or debit card ("**Card Deposit**"), Buyer will, upon Seller's request, provide the last 4-digits of the card to Seller and the title company conducting the Closing. At least one person that is a Buyer must be the cardholder. If the card deposit is a credit card deposit, it is subject to Seller's acceptance. Buyer must provide evidence to Buyer's lender no later than (10) business days prior to Closing that the credit card deposit has been paid off out of Buyer's own funds. Such evidence shall include, but is not limited to, credit card and bank statements.

13. **Further Actions.** Buyer and Seller will execute all instructions and documents required to correct any clerical errors or to effectuate the purchase and sale contemplated by this Agreement.

14. **Buyer Releases Seller from Damages Caused by Buyer Improvements and Alterations.** Before Buyer installs any post-closing improvements to or on the Homesite including, but not limited to, pools, spas, planters, sidewalks, decks, patios, patio covers, room additions, sprinklers, landscaping, and other alterations (collectively "**Buyer Improvements**"), Buyer agrees to retain all appropriate professional consultants including a licensed architect and a civil, soil or structural engineer ("**Buyer Improvement Experts**") and to design and construct the Buyer Improvements in accordance with such experts' advice and specifications as well as all local building codes and processes. The Homesite was designed and constructed to support the residence and any Homesite improvements delivered with the residence (collectively, "**Seller Delivered Improvements**"), with the expectation that Buyer will consult such Buyer Improvement Experts before designing or constructing any Buyer Improvements. Even if Buyer takes such steps, Buyer should expect that Buyer Improvements may be damaged or cause damages to the Homesite and Seller Delivered Improvements, and may cause issues such as subsidence, earth movement, foundation cracks and failure, slab/foundation tilt, deflection, erosion, improper drainage, lateral fill extension, slope creep, corrosion, spalling, efflorescence, and water intrusion which can cause major damages to the Buyer Improvements, Seller Delivered Improvements, and Homesite.

Buyer assumes all risks relating to Buyer Improvements and releases and waives all deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") against Seller and its affiliates, and the officers, directors, employees, contractors, consultants and agents of each of them ("**Released Parties**") arising from or in any way related to Buyer Improvements, including Claims for bodily injury, death, property damage, economic loss, and diminution in value including Claims that may not be anticipated at this time. To the extent such damages to the Seller Delivered Improvements or Homesite arise out of or relate to Buyer Improvements, any express warranties provided by Seller on the damaged components are void and released by Buyer unless such warranties are required by law and are not permitted to be modified or released.

15. **Flood Disclosure Regarding 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 and the Association.

- 15.1

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.
- 15.2

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.
- 15.3

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:

15.3.1

The overflow of inland or tidal waters.

15.3.2

The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

15.3.3

Sustained periods of standing water resulting from rainfall.
16.

Counterparts. This Rider 1 shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Rider 1 electronically to the other party.
17.

Conflicts. In the event of any conflict between this Rider 1 and the Agreement, this Rider 1 shall control. In all other respects, the Agreement shall remain in full force and effect.
18.

Entire Agreement. The Agreement, together with this Rider 1 and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Rider 1 or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

**RIDER B
(SOUTHWEST DIVISION)**

THIS RIDER B (this “**Rider B**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) entered into as of the _____ day of _____, 20____, between _____ (“**Buyer**”) and Seller, as defined in the Agreement, respecting Lot _____ of Block _____ of _____ Subdivision/Plat in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider B to the Agreement shall be deemed to include references to this Rider B and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

“**Closing Date Notice Period**” shall mean at least ten (10) days prior to the Closing Date.

“**Mortgage Period**” shall mean thirty (30) days from the Effective Date of the Agreement.

2. **Application for Loan.**

2.1 Notwithstanding any provision in the Agreement to the contrary, if Buyer is applying for a loan in excess of eighty percent (80%) of the Total Purchase Price, and the Property is not being acquired as a primary residence, Buyer agrees to accept a loan equal to eighty percent (80%) of the Total Purchase Price if the institutional lender considering Buyer's loan application will not approve a loan in excess of eighty percent (80%) of the Total Purchase Price.

2.2 If Buyer provides a written disapproval of loan from Lender within the Mortgage Period, Seller shall refund the Deposit to Buyer, less the sum of One Hundred Twenty-Five Dollars (\$125.00), to cover Seller’s expenses related to denial of Buyer by a Lender within the Mortgage Period unless Buyer applied for a VA guaranteed loan. The parties shall be released from all liability under the Agreement upon the execution of a Cancellation and Release Agreement without any further acts by either party.

3. **Closing Costs.** BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES, BUILDER’S FEE AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS “**CLOSING COSTS.**” NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO “**PRO RATA SHARES**” WILL BE DEEMED A TIME PRORATION, BASED ON THE DATE OF CLOSING, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE DATE OF CLOSING. The Closing Costs include, without limitation:

3.1 The premium for a policy of owner’s title insurance, any real property transfer taxes in connection with the transfer of the Property, the cost of the documentary stamp taxes or other taxes on the Deed, and the cost to record the Deed. Should the settlement charges that VA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Seller at its sole discretion may terminate the Agreement and refund Buyer’s earnest money. Should the settlement charges that FHA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Buyer may either pay the additional settlement charges or the interest rate on the loan will increase to an interest rate attainable with the settlement charges to be paid by Seller. In the event that Buyer decides to lock in the interest rate and points prior to closing, Buyer agrees to pay the difference between the market rate and the lock-in rate as of the date that the loan rate is locked.

3.2 Customary closing costs of a Buyer of a single family residence in connection with obtaining a loan, including but not limited to items such as loan fees, loan closing costs and all other related sums, attorneys’ fees, escrows for taxes and insurance, recording fees, documentary stamp taxes on the note, intangible taxes, credit reports and PMI insurance, if applicable, charged by the Lender or otherwise customary for a Buyer at Closing.

3.3 Title search updates, title examination fees and any other Closing expenses of Buyer.

3.4 All additional costs respecting the Property imposed by any governmental authority.

3.5 The cost of any obligations Buyer incurs not provided for in the Agreement.

3.6 The cost of a survey of the Property, equal to \$_____.

3.7 The cost of soil treatment of the Property.

3.8 The cost of termite treatment of the Property.

3.9 The cost of courier fees.

3.10 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.

- 3.11 A pro rata share of County interim service fees, if any.
- 3.12 A pro rata share of waste fees.
- 3.13 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.
- 3.14 Any other expenses of an owner of the Property provided for or referenced in the Documents.
- 3.15 Amounts reflected in the Master Disclosure and Information Addendum to the Purchase and Sale Agreement, if any, attached hereto and incorporated herein.
- 3.16 Current expenses of the Property (for example: taxes, special assessments and current monthly assessments to one or more homeowner's associations) will be adjusted between Seller and Buyer as of the Closing Date. Buyer shall reimburse Seller for any prepaid expenses of the Property such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and capital contributions made to one or more homeowners' associations, paid by Seller in advance and/or for the month in which the Closing Date occurs.
- 3.17 If real estate taxes for the year in which the Closing Date occurs are assessed in the aggregate on the real estate comprising the portion of the Community (including the Property) rather than on a homesite-by-homesite basis, Seller will pay such taxes in full when due, but Buyer will reimburse Seller at the Closing for Buyer's pro rata share of such taxes from the Closing Date (if such taxes are then known) or the Property's allocable share (so prorated) of Seller's estimate of those taxes (if such taxes are not then known), subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual tax bill is known. If taxes for the year in which the Closing Date occurs are assessed on a homesite-by-homesite basis but such taxes are not due on the Closing Date, Buyer will be responsible for paying such tax bill in full when due but Seller will reimburse Buyer at the Closing for Seller's pro rata share of such taxes (if the taxes are then known) or Seller's estimate of those taxes (if such taxes are not then known) through the Closing Date, subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual bill is known. If the Closing takes place after Seller has paid the taxes for the year in which the Closing Date occurs, Buyer will reimburse Seller at the Closing for Buyer's pro rata share of those taxes from and after the Closing Date. The parties agree to bring to resolution any and all claims regarding proration within six (6) months of the tax bill becoming known. Demands made after six (6) months will not be honored by either party.
- 3.18 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of the Agreement, shall be paid by Buyer at the time of Closing.

4. **Additional Financing and Closing Costs Disclosures**

- 4.1 The Closing agent designated by Seller shall close this transaction and any related mortgage loans, if any. If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.
- 4.2 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.
- 4.3 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER.
- 4.4 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.
- 4.5 Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to Closing provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Closing. Buyer agrees that it will make no changes to its mortgage financing arrangement within the last thirty (30) days before Closing.
- 4.6 Some Lenders may have a policy of delaying a buyer's closing on a home until several days after the Certificate of Occupancy is issued for such home. Buyer acknowledges and agrees that if Buyer's Lender is unable to close on the loan at the date, time and place specified by Seller, due to any delay in the issuance of the Certificate of Occupancy respecting the Home, Seller shall have the option to declare Buyer in default and seek the remedies stated in the Agreement, or to charge Buyer Two Hundred Fifty Dollars (\$250.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If the Certificate of Occupancy is issued on the Home during the last day of the Month for which Closing is scheduled, Buyer acknowledges and agrees that Buyer must close on the Home on the last day of such Month, at the time and place specified by Seller. If Buyer delays the Closing beyond the last day of the Month for which Closing is scheduled, and

Seller agrees to an extension of the date of Closing beyond the last day of the Month for which Closing is originally set, Seller shall also have the option to charge Buyer an amount equal to One Percent (1%) of the Total Purchase Price for each month after the originally scheduled Closing Date, as set forth in the Agreement.

Buyer's Initials _____

5. **Name Change or Change in Party.** As set forth in the Agreement, Buyer is not permitted to assign the Agreement without Seller's written consent. Notwithstanding the foregoing, if Buyer desires to take title to the Property in a name other than Buyer's name, Buyer must notify Seller in writing within thirty (30) days from the Effective Date of the Agreement. Upon receipt of Buyer's request, Seller shall notify Buyer whether the name change or change in party is approved by Seller, whereupon Seller and Buyer shall execute an Amendment to Change Party. If Buyer wishes to change name or change party at any time after thirty (30) days from the Effective Date, then Buyer must pay Seller Two Hundred and Fifty Dollars (\$250.00) to cover Seller's administrative expenses together with any such request. The payment of the \$250.00 administrative expenses is not a guarantee that Seller will approve any name change or change in party.

6. **Site and Substitutions.** If Buyer purchases any upgrades or options that include specific manufacturers, Seller will provide Buyer with notice of any change in manufacturer and allow Buyer the option to choose from available manufacturers. Seller may substitute special order items relating to building materials, appliances, fixtures, windows or other elements specifically ordered by Buyer in writing upon consent of Buyer, which consent shall not be unreasonably withheld.

7. **Warranties.**

7.1 Buyer understands and agrees that Seller is making only those express limited warranties set forth in the homeowner's warranty (the "**Limited Warranty**"). The Limited Warranty, incorporated herein, shall be delivered to Buyer at Closing and is available for examination at Seller's office and will, at Buyer's request, be attached as an exhibit to the Agreement. THE EXPRESS LIMITED WARRANTY AND REMEDIES PROVIDED BY SELLER CONSTITUTE THE EXCLUSIVE WARRANTY AND REMEDIES TO BE MADE AVAILABLE BY SELLER AND, EXCEPT WHERE ADDITIONAL WARRANTIES ARE REQUIRED BY APPLICABLE LAW OR REGULATION, ARE IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. TO THE EXTENT OF ANY CONFLICT BETWEEN ANY PROVISION OF THE AGREEMENT RELATED TO WARRANTIES AND THE LIMITED WARRANTY, THE PROVISIONS OF THE LIMITED WARRANTY SHALL CONTROL.

Buyer's Initials _____

7.2 SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING GEOLOGICAL OR ENVIRONMENTAL MATTERS SUCH AS RADON GAS, BURIED DEBRIS (UNLESS SUCH DEBRIS WAS BURIED BY SELLER OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS), UNDERGROUND SPRINGS, SINKHOLES, KARSTS, SUBSIDENCE, CAVITIES, MINESHAFTS OR OTHER SUBSURFACE ANOMALIES. SELLER SPECIFICALLY EXCLUDES SUCH GEOLOGICAL AND ENVIRONMENTAL MATTERS FROM ANY WARRANTIES GIVEN UNDER THE AGREEMENT.

7.3 Normal swelling, expansion and contraction of materials and construction, and any cracks appearing as a result thereof or as a result of settlement of, in or on the Home shall not be deemed to be construction defects. Upon Closing, Seller shall deliver to Buyer all manufacturers' warranties, if any, covering the consumer products (if any) to be conveyed to Buyer hereunder, provided, however, SELLER SHALL NOT THEREBY BE DEEMED TO WARRANT ANY SUCH CONSUMER PRODUCT OR TO ADOPT ANY LIABILITY FOR ANY SUCH MANUFACTURERS' WARRANTY THEREOF.

7.4 Buyer acknowledges and understands the following with respect to the Limited Warranty:

7.4.1 The pattern of grading and drainage for the Property is an approved grade and drain pattern. Any change in the grading, drainage or landscaping or vegetation within four (4) feet of exterior walls or foundation could void the warranty. If Buyer changes the grade or drainage established by Seller, or by construction, additions or deletions causes the established grade and/or drainage patterns to be modified, then Seller shall be relieved of any liability for damages, if any, caused by such changes.

7.4.2 Seller makes no warranty or representation regarding shifting soils, unsettled soils, unusual rocks or subsurface conditions.

7.4.3 Seller's warranty does not include defects caused by normal wear and tear, insubstantial or immaterial variances or defects, the elements, natural disasters or faulty maintenance, operation or abusive use.

7.5 No Warranties for Third Party Construction. Seller does not warrant any of the work performed in the Home or on the Homesite by third party contractors, not hired by Seller, prior to or after the Closing and shall not be liable for any defects in the work performed by third party contractors not hired by Seller, nor for any adverse impact to the Home, Homesite or Community caused thereby.

8. **Documents.** Buyer acknowledges receipt of the Document Book for the Community containing many important documents regarding the Community, including but not limited to some of the documents of record affecting

the Property and the Community (collectively, the “**Documents**”). The Document Book is hereby incorporated into the Agreement by this reference. The Document Book may be amended as deemed necessary by Seller in its sole and absolute discretion. Buyer agrees to take title to the Property subject to the Documents, to abide by and be bound by all of the terms and conditions of the Documents, and any amendments thereto. The Master Disclosure and Information Addendum to Purchase and Sale Agreement attached hereto sets forth additional information respecting lien rights and homeowners association’s restrictions affecting the Property. In the event that the Agreement is terminated for any reason whatsoever, Buyer shall return the Document Book to Seller in the same condition originally received (ordinary wear and tear excepted). If the Document Book is not returned upon termination of the Agreement, Seller shall be entitled to deduct \$50.00 from any portion of the Deposit to be refunded to Buyer as a result of the termination, to defray Seller’s costs and expenses resulting from the preparation, printing and delivery of the Document Book. Buyer understands and agrees this Section shall survive the termination of the Agreement.

9. **Selections.** Seller will provide Buyer, when available, color and/or material choices for those items for which Buyer will have a choice, if any (in Seller’s sole discretion). If Buyer fails to complete and return the color and/or material selections to Seller within (i) twenty (20) days from Buyer’s execution of the Agreement if purchasing a Home that is not yet under construction, or (ii) forty-eight (48) hours from Buyer’s execution of the Agreement if purchasing a Home under construction (the “**Selection Period**”), Buyer understands that all choices will be made by Seller and Buyer will have no reason to object to those choices. Colors of all items and materials not included in that checklist will be selected by Seller. If Buyer fails to make the required selections within the Selection Period, Seller shall make the required selections on behalf of Buyer. Buyer shall have no right to change the choices after the Selection Period. Any changes, options, alterations and extras requested by Buyer, after the Selection Period will be at Seller’s discretion and subject to current prices and availability. Any changes after the Selection Period will bear an administrative charge of \$200 for each individual change to be paid by Buyer in addition to the cost of the change before the change is made. Buyer understands and agrees that any changes, alterations or extras requested by Buyer will likely delay the completion of the Home. Administrative charges will not be credited as earnest money at Closing or refunded to Buyer under any circumstance. Dimensions of your Home may differ from those reflected in brochures, advertisements, artist’s renderings and marketing floor plans. Actual dimensions may vary upon completion of the Home.

10. **Garage Location.** Seller reserves the right to orient the garage (left or right side of the Home). This decision is based on engineering, easements and utility considerations, as well as the appearance of the Community streetscape.

11. **Inspection of the Home.** BUYER SHALL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER’S REPRESENTATIVE PRIOR TO CLOSING ON A DATE AND TIME SCHEDULED BY SELLER (A “**HOME DEMONSTRATION**,” COMMONLY REFERRED TO AS A “**WALKTHROUGH**”). AT THAT TIME, IF ANY DEFECTIVE OR INCOMPLETE ITEMS ARE NOTED, BUYER SHALL PRESENT TO SELLER AN INSPECTION STATEMENT LISTING SAID ITEMS AND SIGNED BY BUYER. IF ANY ITEMS NOTED ARE ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER’S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR HOME IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE ITEMS AT SELLER’S COST. A SECOND INSPECTION (A “**NEW HOME ORIENTATION**,” COMMONLY REFERRED TO AS “**ACCEPTANCE**”) OF THE HOME WILL BE CONDUCTED PRIOR TO CLOSING, AT WHICH TIME BUYER WILL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER’S REPRESENTATIVE TO ACKNOWLEDGE THAT ITEMS LISTED ON THE INSPECTION STATEMENT PREPARED AFTER THE FIRST INSPECTION HAVE BEEN CORRECTED. ANY REMAINING ITEMS THAT SELLER HAS AGREED TO CORRECT WILL BE CORRECTED BY SELLER AT SELLER’S SOLE COST AND EXPENSE PRIOR TO CLOSING (OR AT SELLER’S OPTION, WITHIN A REASONABLE TIME AFTER CLOSING), PROVIDED HOWEVER THAT SELLER’S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING THE CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE HOME IS HABITABLE. NOTWITHSTANDING THE FOREGOING, AND PURSUANT TO THE AGREEMENT, UPON CLOSING ALL CONTRACTED SERVICES TO BE PERFORMED UNDER THE AGREEMENT BY SELLER SHALL BE DEEMED COMPLETED AND FULLY PERFORMED, AND THE AGREEMENT SHALL BE DEEMED COMPLETED, WITHIN THE MEANING OF FLORIDA STATUTES § 95.11(3)(C). IN ADDITION, ALL PAYMENTS, INCLUDING, BUT NOT LIMITED TO, BUYER’S FINAL PAYMENT, TO SELLER FOR ALL CONTRACTED SERVICES ARE DUE ON OR BEFORE THE CLOSING DATE, AND CONTRACTED SERVICES SHALL NOT INCLUDE ANY CORRECTIONS OF DEFECTS OR DEFICIENCIES IN THE HOME, PUNCH LIST WORK, OR WARRANTY WORK. THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. NO ESCROW OR HOLDBACK OF CLOSING FUNDS OR ANY CASH TO CLOSE SHALL BE PERMITTED. IF A BUYER FAILS TO TAKE ADVANTAGE OF ANY PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO INSPECT THE HOME PRIOR TO CLOSING.

12. **No Right to Enter.** Buyer acknowledges that all matters pertaining to the initial construction of the Property will be performed by Seller and Seller’s representatives. Buyer acknowledges and agrees that for reasons of safety and to comply with liability and insurance requirements imposed upon Seller, neither Buyer nor any agent of Buyer shall, until after the Closing, be permitted to enter upon the Property without Seller’s prior written approval and without being accompanied by Seller’s representative. Any permitted personal inspections shall be made at times designated by Seller and upon written permission of Seller, and shall not be allowed under any condition prior to the formal inspection described above and only with Seller’s representative. Buyer agrees not to give instructions to, interfere with or interrupt any workmen at the Property. Buyer may not order any work on the Property until after the Closing, other than options, upgrades and/or extras that Seller has agreed in writing to provide. Buyer recognizes that Seller is under no obligation to agree to provide options, extras and/or upgrades. Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a “material

breach” and shall entitle Seller to declare the Agreement to be in default in accordance with the provisions of the Buyer’s Default Section in the Agreement. Seller’s failure to promptly take any action with respect to Buyer’s breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller’s rights or remedies hereunder. Whenever the Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Without limiting Seller’s rights contained within the Site and Substitutions Section in the Agreement, should Seller fail to provide any item of construction required to be provided or any option, extra and/or upgrade, Buyer’s sole remedy therefore will be to collect an amount from Seller equal to Seller’s cost for such item and for Seller’s cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller’s rights and Buyer’s obligations contained within this Section and elsewhere in the Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer’s sole remedy therefore is for Seller to, at Seller’s sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

13. **Counterparts.** This Rider B shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Rider B electronically to the other party.

14. **Conflicts.** In the event of any conflict between this Rider B and the Agreement, this Rider B shall control. In all other respects, the Agreement shall remain in full force and effect.

15. **Entire Agreement.** The Agreement, together with this Rider B and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Rider B or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

INSULATION ADDENDUM

THIS INSULATION ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed in the Condominium is as follows and will, according to the manufacturer, yield the R-values stated:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Masonry walls	Fi-Foil	.00035”	R-4.1
Ceilings (living area)	Fiberglass Batts	3.5”	R-11
Ceilings (living area) (top floor only)	Fiberglass Blown	9.25”	R-30

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation in the Unit. The U.S. Department of Health and Human Services (“**HHS**”) has listed fiberglass as a substance “which may reasonably be anticipated to be a carcinogen.” This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

3. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

BUILDER ADDENDUM

THIS BUILDER ADDENDUM (this “Addendum”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “Agreement”) dated as of _____, 20____, between _____ (collectively, the “Buyer”) and Seller, as defined in the Agreement, with respect to Lot _____ of Block _____ of _____ Subdivision/Plat the community known as _____ (the “Community”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Builder’s Construction of the Home.** Seller will cause the Home to be constructed by _____ [INSERT NAME OF BUILDER], a general contractor retained by Seller (“Builder”) having contractor license # _____.

3. **Default.** The “Seller’s Default” Section of the Agreement is deleted in its entirety and replaced with the following:

Seller’s Default. In the event of Seller’s default or if Buyer brings any warranty claim or other claim against Seller or Builder, and in each event only to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller’s obligation to complete the Home within two (2) years pursuant to the “Completion Date” Section of the Agreement, if applicable.

4. **Mediation/Arbitration of Disputes.** The “Mediation/Arbitration of Disputes” Section of the Agreement is deleted in its entirety and replaced with the following:

Mediation/Arbitration of Disputes.

4.1 The parties to the Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. “Disputes” (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, the Agreement, the Property, the Community or any dealings between Buyer and Seller and/or Builder; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller, Seller’s representative, Builder or Builder’s representative; (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer’s children or other occupants of the Property, or in the Community; or (4) issues of formation, validity or enforceability of this Section. Buyer has executed the Agreement on behalf of his or her children and other occupants of the Home with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

4.2 Any and all mediations commenced by any of the parties to the Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto (“AAA”) in accordance with the AAA’s Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA’s Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

4.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA’s Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA’s Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings

of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

4.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's and/or Builder's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller and Builder may, at their sole election, include Seller's and Builder's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

4.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

4.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

4.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

4.8 Seller and Builder support the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee. Buyer and Seller agree to the following:

4.8.1 Notwithstanding the requirements of arbitration stated in Subsection 4.3 above of the Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

4.8.2 Any mediator and associated administrative fees incurred shall be shared equally by Seller and Buyer; however, Seller and Buyer each agree to pay for their own attorneys' fees and costs.

4.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

4.9 Notwithstanding the foregoing, if Buyer, Seller or Builder seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by a party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that any party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by any party once a claim for injunctive relief had been filed with a court.

4.10 THE PARTIES AGREE THAT BUYER, SELLER AND BUILDER MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 4.4 ABOVE.

4.11 THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES

INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE BUYER’S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE BUYER; AND WARRANTY RIGHTS ON YOUR UNIT, COMMON ELEMENTS AND IMPROVEMENTS. YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

5. **Reservation of Easement.** The “**Reservation of Easement**” Section of the Agreement is deleted in its entirety and replaced with the following:

Reservation of Easement. For the purpose of completing the construction and servicing of the Home and Community, Seller hereby reserves an easement of ingress and egress for itself, Builder and their successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller or Builder (if applicable) shall provide reasonable notice to Buyer before exercising the easement rights granted herein.

6. **Deposit.** The second subsection of the “**Deposit**” Section of Rider A is deleted in its entirety and replaced with the following:

In the event Buyer’s Deposit exceeds ten percent (10%) of the Total Purchase Price, the following provision shall be applicable:

Buyer acknowledges, understands, and agrees that (i) Builder may not apply for or obtain all permits necessary to construct the Home within thirty (30) days from the execution of the Agreement and (ii) Builder may not commence work on the Home within ninety (90) days of the issuance of such permits, provided however, Builder shall apply for or obtain such permits within one (1) year after the date of the Agreement (the “**Permit Issuance Date**”) and Builder shall commence work no later than one (1) year from the Permit Issuance Date. Buyer acknowledges and agrees that the foregoing shall constitute an extension of the time limitations set forth in Section 489.126, Florida Statutes. Provided, however, that the foregoing provisions in this Section shall not operate to extend or qualify Seller’s obligation to complete the Home as provided in the “**Completion Date**” Section of the Agreement.

Buyer’s Initials _____

7. **Chapter 558 Notice of Claim.** The “**Chapter 558 Notice of Claim**” Section of Rider A is deleted in its entirety and replaced with the following:

Chapter 558 Notice of Claim. In accordance with Florida law, Seller provides Buyer with the following notice:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

If Buyer rejects any settlement offer made pursuant to such Florida law by Seller, Builder or other contractors, subcontractors, suppliers or design professionals hired by, through or under Seller, Builder or their affiliates (collectively, “**Protected Parties**”), and Buyer elects to proceed with an action against one or more Protected Parties, Buyer acknowledges that the dispute must be resolved by mediation or, if not resolved by mediation, by binding arbitration as provided in the Agreement. Further, all other provisions of the Agreement respecting disputes remain in full force and effect.

8. **Warranties.** A new subsection is added to the “**Warranties**” Section of Rider B as follows:

Express Limited Warranties and Disclaimers of Warranties Applicable to Builder. Buyer acknowledges that in connection with Builder’s construction of the Home upon the Homesite, all express limited warranties made by Seller in the Limited Warranty shall include construction by Builder, and all disclaimers of warranties made by Seller in the Agreement, as amended by this Addendum, shall include Builder.

Buyer’s Initials _____

9. **No Right to Enter.** The “**No Right to Enter**” Section of Rider B is deleted in its entirety and replaced with the following:

No Right to Enter. Buyer acknowledges that all matters pertaining to the initial construction of the Property will be performed by Builder and Builder’s representatives. Buyer acknowledges and agrees that for reasons of safety and to comply with liability and insurance requirements imposed upon Seller and Builder, neither Buyer nor any agent of Buyer shall, until

after the Closing, be permitted to enter upon the Property without Seller’s prior written approval and without being accompanied by Seller’s or Builder’s representative. Any permitted personal inspections shall be made at times designated by Seller or Builder and upon written permission of Seller or Builder, and shall not be allowed under any condition prior to the formal inspection described above and only with Seller’s or Builder’s representative. Buyer agrees not to give instructions to, interfere with or interrupt any workmen at the Property. Buyer may not order any work on the Property until after the Closing, other than options, upgrades and/or extras that Seller has agreed in writing to provide. Buyer recognizes that Seller is under no obligation to agree to provide options, extras and/or upgrades. Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a “material breach” and shall entitle Seller to declare the Agreement to be in default in accordance with the provisions of the Buyer’s Default Section in the Agreement. Seller’s failure to promptly take any action with respect to Buyer’s breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller’s rights or remedies hereunder. Whenever the Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Without limiting Seller’s rights contained within the Site and Substitutions Section in the Agreement, should Seller fail to provide any item of construction required to be provided or any option, extra and/or upgrade, Buyer’s sole remedy therefore will be to collect an amount from Seller equal to Seller’s cost for such item and for Seller’s cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller’s rights and Buyer’s obligations contained within this Section and elsewhere in the Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer’s sole remedy therefore is for Seller or Builder to, at Seller’s sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

- 10. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the electronic transmission of this Addendum to the other party.
- 11. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
- 12. **Third Party Beneficiary.** The Builder shall be an intended third party beneficiary of this Addendum.
- 13. **Ratification.** Except as expressly modified by this Addendum, the provisions of the Agreement are hereby ratified and confirmed.
- 14. **Entire Agreement.** The Agreement, together with this Addendum, sets forth the entire agreement between Seller, and Buyer concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by all parties to the Agreement.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

FHA/VA ADDENDUM

THIS FHA/VA ADDENDUM (this “**Addendum**”) is, by this reference, made part of the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Lot/Unit _____ of Block/Building _____ of _____ of _____ Subdivision/Plat/Condominium in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **FHA/VA.** BUYER AGREES TO PROCEED WITH THE PURCHASE OF THE HOME/UNIT AFTER HAVING READ BUYER’S RIGHTS AND PRIVILEGES, AS SET FORTH BELOW:

2.1. FHA Loans.

2.1.1. Buyer and Seller agree to the following FHA required provision:

It is expressly agreed that notwithstanding any other provisions of this contract, purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than ****[NOTE TO SALESFORCE TEAM: PROGRAM TO POPULATE TOTAL PURCHASE PRICE [\$_____]]****. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. Purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

2.1.2. In the event the value of the Property set forth in the Appraised Value Statement is less than the Total Purchase Price, Buyer shall have the right to exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the FHA Appraised Value Statement, by giving Seller written notice of Buyer’s intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within **five (5)** days of Buyer’s receipt of the FHA appraisal by executing and delivering to Seller an “AGREE TO PROCEED” form, a copy of which may be obtained by request to Seller. In the event Buyer fails to give proper notice hereunder of Buyer’s intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer’s Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.1.3. Buyer agrees to pay a mortgage insurance premium as required by FHA. Buyer has the right to pay the entire premium at the time of Closing or the premium may be added to the loan amount and financed over the term of the loan. If Buyer elects to add the premium to the loan amount, the total loan amount shall consist of the Cash to Close amount specified in the Purchase Price and Payment Addendum, plus the mortgage insurance premium. Pursuant to FHA regulations, Buyer shall pay an annual premium, if required, in addition to the up-front (or financed) premium. Said additional premium shall be paid monthly on a declining balance (excluding the portion of the balance, if any, attributable to the up-front premium).

2.1.4. Seller and Buyer certify that the terms of the Agreement are true and complete to the best of their respective knowledge and belief. Seller and Buyer further certify that all agreements relating to this real estate transaction have been fully disclosed and are covered in the Agreement, including any addenda attached thereto. Seller and Buyer understand that the failure to provide a complete and accurate copy of the Agreement could jeopardize this transaction. If there are any subsequent changes to the Agreement, the undersigned will submit them promptly to the Lender.

2.2. VA Loans.

2.2.1. Buyer and Seller agree to the following VA required provision:

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs (38 U.S.C. 501, 3703(c)(1)).

2.2.2. Buyer agrees that should Buyer elect to complete the purchase at an amount in excess of the reasonable value established by the VA or a VA Lender Appraisal Proceeding Program (“**LAPP**”) lender, Buyer shall pay such excess amount in cash from a source that Buyer agrees to disclose to the lender and the VA, which source Buyer represents and covenants will not be from borrowed funds except as approved by the VA. To exercise the aforementioned privilege and option to proceed at the Total Purchase Price, which is over and above the amount of reasonable value established by the VA or a VA LAPP lender, Buyer shall give Seller written notice of Buyer’s intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within **five (5)** days of Buyer’s receipt of the amount of reasonable value established by the VA or a VA LAPP lender by executing and delivering to Seller an “AGREE TO PROCEED” form, a copy of which may be obtained by request to Seller. In the event Buyer fails to give proper notice hereunder of Buyer’s intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer’s Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.2.3. VA DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME/UNIT (PROPERTY). BUYER (PURCHASER) SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME/UNIT (PROPERTY) ARE ACCEPTABLE.

2.2.4. For proposed construction where construction of the Home/Unit has not yet commenced, if Buyer is not able to obtain a VA loan to finance the purchase of the Home/Unit, then Seller agrees that Seller shall refund the Deposit to Buyer.

2.3. Special Trust Account. If Buyer is financing the purchase of the Home/Unit with a VA guaranteed loan, the Deposit received from Buyer prior to Closing shall be placed in a special trust account with a qualified trustee (“**Trustee**”) in accordance with the provisions of a deposits trust agreement (“**Trust Agreement**”) between Lennar Corporation on behalf of Seller and the Trustee, and as required under 38 U.S.C. §3706 or other applicable law. In the event that the Agreement is cancelled for any reason other than Seller’s default and pursuant to the provisions of the Trust Agreement, if Buyer seeks a refund of the Deposit from Seller and Seller refunds the Deposit directly to Buyer, Buyer hereby authorizes the Trustee to reimburse Seller for such refund. In consideration for either Seller’s or Trustee’s refund of the Deposit to Buyer, Seller and Lennar Corporation shall be unconditionally released from any claim arising out of or related to the Deposit and purchase of the Home/Unit and Trustee shall be unconditionally released from any claim arising out of or related to the escrow of the Deposit in connection with the purchase of the Home/Unit.

[**ADD THE FOLLOWING PARAGRAPH 3 FOR ALL FEDERALLY SUBSIDIZED LOANS WHICH REQUIRE AN INSURED WARRANTY**]

3. Warranty Program. If Buyer is financing the purchase of the Home/Unit with a FHA financed or VA guaranteed loan, Buyer and Seller expressly agree that, notwithstanding any provisions of the Agreement to the contrary, the only express warranties that Seller is providing Buyer are: (i) the Residential Warranty Company, LLC warranty (“**RWC Warranty**”), and (ii) the Warranty of Completion of Construction. In addition, any and all manufacturers’ warranties on personalty and fixtures will, to the extent allowable, be passed through to Buyer at Closing and all items covered by manufacturers’ warranties are expressly not warranted by Seller. The RWC Warranty Booklet and the Warranty of Completion of Construction, incorporated herein by reference, shall be delivered to Buyer at Closing and are available for examination at Seller’s offices and will, at Buyer’s request, be attached as an exhibit to the Agreement. By initialing below, Buyer acknowledges that Buyer has had the opportunity to receive and review the RWC Warranty and the Warranty of Completion of Construction prior to the execution of the Agreement. Validation of the RWC Warranty by the administrator is not guaranteed, but is conditioned on the satisfactory completion of all required inspections, upon Seller’s compliance with all the administrator’s enrollment procedures, and upon Seller remaining a member in good standing of the warranty program.

3.1. To the maximum extent lawful, except for: (1) the RWC Warranty, (2) the Warranty of Completion of Construction, and (3) any additional warranties required by applicable law or regulation, to the extent they cannot be disclaimed and to the extent they have not expired by their terms, Seller disclaims any and all implied warranties of merchantability and fitness, fitness for a particular purpose, habitability, intended use, workmanship, or construction respecting the Property, common areas/elements of the Community/Subdivision, if any, and all fixtures or items of personal property sold pursuant to the Agreement, or any other real or personal property whatsoever conveyed in connection with the sale of the Property, or located within the Home/Unit whether arising from the Agreement, usage, trade, imposed by statute, course of dealing, case law or otherwise (except where additional warranties are required by applicable law or regulation).

3.2. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer. Seller disclaims any liability for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to Buyer. The RWC Warranty and the Warranty of Completion of Construction gives Buyer specific legal rights, and Buyer may also have other rights which vary from state to state.

3.3. Seller reserves the right to substitute, and Buyer agrees to accept, a third-party insured warranty from a warranty company other than RWC Warranty so long as the coverage is comparable.

[**ADD THE FOLLOWING PARAGRAPH 4 FOR ALL FEDERALLY SUBSIDIZED LOANS FOR CONDOMINIUMS**]

4. FHA/VA Condominium Rules. The Department of Housing and Urban Development issues rules that could impact your ability to obtain a FHA-insured or VA guaranteed loan on your condominium unit. Among other things, the rules may provide:

4.1. A minimum percentage of the total units which must be sold prior to endorsement of any mortgage on a unit. Valid presales include an executed sales agreement and evidence that a lender is willing to make the loan.

4.2. A minimum percentage of the units must be owner-occupied or sold to owners who intend to occupy the units.

Buyer agrees that if FHA or VA financing is not available that Buyer will apply for alternative financing.

5. Counterparts. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

6. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

7. Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer Date:_____	Buyer Date:_____
Buyer Date:_____	Buyer Date:_____
SELLER: _____, a _____	
By _____ Title: Authorized Representative Date Signed by Seller:_____	

ADDENDUM FOR NATURAL AND MANMADE PRODUCTS

THIS ADDENDUM FOR NATURAL AND MANMADE PRODUCTS (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, **Buyer**”) and Seller, as defined in the Agreement, respecting Lot _____ of Block _____ of _____ Subdivision/Plat, in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Natural Stone Flooring and Countertops.** Natural stones with varying colors and mineral compositions (“**Stone**”) are found in quarries throughout the world. Stones including, without limitation, marble and granite, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that Stone is not uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Stone to be used in the Home. Buyer further acknowledges and Seller makes the following disclosures regarding the Stone to be used/installed in the Home:

2.1 **Cleaning.** Care should be exercised when cleaning Stone. No chemicals should be used to clean Stone other than those cleaners specifically designed to clean Stone.

2.2 **Natural Inconsistencies.** Stone contains natural inconsistencies which will be present in Stone flooring and/or countertops in the Home; such natural inconsistencies are normal and are not defects.

2.3 **Edges and Corners.** There may be changes in the patterning of Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.

2.4 **Fissures and Pits.** Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.

2.5 **Spots, Freckles, and Rust.** Spots, freckles, and/or rust may appear in Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Stone; such spots, freckles, and rust are not defects.

2.6 **Seams.** Stone is almost never seamless due to the techniques employed to cut the slab of Stone in a way that preserves the maximum beauty of such Stone. Pieces of Stone must therefore be fitted together and the Stone used in the Home will not be seamless and may have visible seams, which are not defects.

2.7 **Wallboard and Plaster.** Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Stone flooring and countertops. There may be such shims, caulking and/or putty in the Stone used in the Home, which shims, caulking and/or putty are used to enhance the installation and are not defects.

2.8 **Staining.** Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.

2.9 **Sink Cabinet.** The cabinet under the sink will extend beyond the edge of the sink. This cannot be avoided as a larger sink or smaller cabinet extension would preclude natural adjustment of seams and edges of Stone countertop and may result in a deterioration of the Stone countertop.

3. **Wood Cabinets.** Buyer acknowledges that a variety of cabinet door selections may be offered in the Home. Wood doors will contain natural inconsistencies that promote the beauty of the wood door. As a tree is exposed to a variety of weather conditions during their natural development, random patterns in the tree’s grain, color and species markings are created. These natural characteristics will be present in Buyer’s wood cabinets and are considered normal. Additionally, these natural characteristics also vary between different types of wood and include the following potential variances: in the grain texture and amount of grain, blemishes in the individual pieces, unfinished edges (depending on the type of finish, such as white wash), and knot holes and other dark features. Wood cabinets are also affected by environmental factors such as natural light, so color is expected to gradually change and mellow over time. Due to environmental factors and the aging process, replacement parts may not match exactly.

4. **Manmade Products.** The Home may include one or more of the following manmade products: carpet, tile and wood flooring; wall and pool wet area tiles; wood cabinets; cultured marble tubs, sinks and countertops; roof tiles; stamped concrete and paver driveways. Buyer acknowledges and agrees that shade variations are inherent in manmade products. Colors of actual manmade products may vary from samples or catalogues and slight color variations may exist from different product runs. Buyer acknowledges that Seller makes no representations or guarantees regarding the color, markings, shade, and texture of the manmade products, or to the suitability or maintenance of any manmade products in the Home. Buyer acknowledges and Seller makes the following disclosures regarding the manmade products to be used/installed in the Home.

4.1 **Bathroom Fixtures.** There may be a variation in shading between bathroom fixtures within the same room, including commodes, sinks, countertops, tubs, and towel bars.

4.2 **Exterior Finish.** Seller may provide an exterior decorative finish with a painted surface. The exterior decorative coating is not a waterproofing material. The proper application of paint and caulking of joints over cement based material and decorative wood components provide for the moisture resistant qualities of the exterior surface of the Home. Buyer acknowledges that repainting of the Home will likely be required at least every five years.

4.3 **Ceramic Tile.** Normal slab settlement may crack ceramic tile and the physical characteristics are conducive to chipping after installation by a number of different causes; subsequent chipping and cracking is unavoidable and not a warrantable item. Buyer will have the opportunity to inspect the Home prior to Closing and Seller requests that Buyer examine any tile floor closely at this time.

4.4 **Wooden Laminate Cabinets.** Wooden laminate cabinets are a popular selection of cabinetry in the home building industry. As the technological and manufacturing processes continue to emerge, what may appear to be a particular species of wood, (i.e., birch, oak, walnut, etc.) may in fact be a veneer over a composition product; stained and finished to resemble a specific species of wood. Buyer acknowledges that wooden laminate cabinets may be manufactured with various manmade products and/or product names used in the manufacturing process. As with other natural materials, wooden laminate cabinets will be affected by environmental factors such as natural and artificial lighting, so Buyer may see the color of such cabinets gradually change and mellow over time. Seams will be visible in the framework of all face frame cabinets, if applicable.

5. **Paver Driveway and Walk.** Pavers are an interlocking system supported by the existing earth. White mason sand is used to space the pavers and is meant to wash out in a short time. Pavers are not meant to have grout or mortar joints. Variations in the plane or levelness are expected and normal. The vast majority of elevation variances occur during the first year following installation. Buyer acknowledges that the pavers used to construct the Home’s driveway and walk may be rustic, and no two paving stones are identical in color, texture or finish. Due to normal manufacturing, shipping, handling and installation, pavers may have abrasions, marks and minor staining. Normal weathering can also change the color and texture of the pavers. The most popular finish to be applied to paving stones is a clear sealer. Sealing also helps reduce effervescence, weathering, the penetration of permanent stains and normal wear and tear. The sealing of pavers is a normal maintenance function. Buyer should have a professional install any sealer. Seller recommends that Buyer not install any sealer until Buyer has occupied the Home for thirty (30) days to allow pavers to properly cure. Buyer further acknowledges that the paving stones at the models have not been sealed and have been left in their original condition.

6. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Addendum to the other party.

7. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

8. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

Calusa Country Club 4 Story - A418

Affiliated Business Arrangement Disclosure Statement

BUYER: _____

REFERRING PARTY/SELLER: _____

PROPERTY: _____

DATE: _____

This is to give notice that Referring Party/Seller (Seller) has business relationships with the companies listed in the boxes below. Specifically, Seller is, directly or indirectly, wholly owned by Lennar Corporation. Lennar Corporation (i) owns, directly or indirectly, 100% of Lennar Mortgage, LLC and Lennar Title, Inc.; (ii) indirectly has a 20% ownership interest in Doma Title Insurance, Inc.; (iii) indirectly has at least an 80% ownership interest in Lennar Insurance Agency, LLC; and (iv) indirectly has a minority ownership interest of less than 5% in Opendoor Labs, Inc. In addition, if you choose to use Lennar Insurance Agency, LLC for insurance services for your new home, Lennar Insurance Agency, LLC may outsource certain services to be performed by Blend Insurance Agency, Inc. Lennar Corporation indirectly has a minority ownership interest of less than 1% in Blend Insurance Agency, Inc. Because of these relationships, this referral of services may provide Seller a financial or other benefit.

Set forth below are the types of settlement services offered by these affiliated companies and the estimated charge or range of charges generally required by these companies for such settlement services. You are NOT required to use any of the companies listed above as a condition to the purchase of the property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE YOU ARE RECEIVING THE BEST SERVICES AND RATE FOR SUCH SERVICES.

Provider and Settlement Services/Estimated Range of Charges

MORTGAGE

Lennar Mortgage, LLC arranges and makes mortgage loans and the following are estimated mortgage loan related charges or range of charges **(not all of the charges may apply)**:

<u>Description of Settlement Service</u>	<u>Range of Charges</u>
Origination Charges	
% of Loan Amount (Points)	0% - 6% (of the loan amount)
Loan Origination Fee.....	0% - 1.5% (of the loan amount)
Document Preparation Fee	\$0 - \$380
Processing Fee	\$0 - \$995
Underwriting Fee.....	\$0 - \$995
Shipping Funding Fee	\$0 - \$500
Appraisal Fee Paid to Appraiser.....	\$0 - \$1,000
Appraisal Schedule Fee Paid to Appraiser.....	\$0 - \$2,000
Final Inspection Fee Paid to Appraiser.....	\$0 - \$500
Flood Certification Fee Paid to Outside Company	\$0 - \$8
Survey Fee Paid to Outside Agency.....	\$0 - \$942

NOTE: The actual fees charged may vary based on the size of your loan, loan program and interest rate you choose. There also will be other third-party charges. You will receive a Loan Estimate when you apply for your mortgage loan that will give you an estimate of all anticipated charges.

INSURANCE

Lennar Insurance Agency, LLC (Lennar Insurance Agency) is an insurance agent that provides, among other products, homeowner's/hazard and flood insurance. Lennar Insurance Agency has a contractual arrangement with **Blend Insurance Agency, Inc.**, a sub-producer, to provide certain services in connection with providing such insurance products. Set forth below are the estimated range of charges by Lennar Insurance Agency for the settlement services listed.

Description of Settlement Service	Range of Charges - Annual Premium
Homeowner's/Hazard Insurance	0.2% - 2.5% of purchase price amount
Flood Insurance	0.1% - 0.5% of purchase price amount

NOTE: The above premium ranges for homeowner's/hazard and flood insurance are from Lennar Insurance Agency. If enhancements to the standard policy such as increased limits, scheduled articles, and/or earthquake coverage are required, the premium may increase. Actual quote and acceptance by Lennar Insurance Agency is subject to Lennar Insurance Agency's or application of their underwriting guidelines, including but not limited to verification of your credit score and previous loss history. Of course, the cost of your insurance may vary due to many factors including, without limitation, the size, location and cost of your home.

TITLE

Lennar Title, Inc. provides closing services and title insurance through numerous underwriters, one of which is **Doma Title Insurance, Inc.** The following are estimated charges or range of charges for the settlement services listed:

Description of Settlement Service	Range of Charges
Owner's policy:	\$5.75 per \$1,000 of sales price up to \$100,000 + \$5/each additional \$1,000, up to \$1,000,000 ¹
Simultaneous loan policy:	\$200 - \$475
Title Search/Recertification:	\$150 - \$500 ²
Closing Services:	\$350 - \$1,000 ³
Endorsements:	\$75 - 10% of total premium ⁴
Document Delivery Fee:	\$34 - \$200 ⁵
Third Party Lender Fee:	\$325 ⁶
Property Information Report:	\$150 - \$300
Notary Fee:	\$100 - \$350
E-Recording Fee:	\$3.00 - \$7.00 per document
Recording Fee:	Actual charge

- For coverage amounts exceeding the above published rates, please contact Lennar Title, Inc., for a quote.
- Charge for title search depends on the property being purchased and the county in which the property is located.
- Charge for closing services depends on the nature of the closing services provided, the amount of closing services needed and the county in which the property is located.
- Charge depends on endorsement type and coverage required.
- Charge per document delivery related to delivering documents to (a) lenders financing the subject transaction; and/or (b) current lender's or other creditor's payoff or payment; and/or (c) buyer or buyer's representative, as the case may be, for closing by mail.
- Charge only applies to second mortgages.

Opendoor Labs, Inc. d/b/a Opendoor offers programs to buy existing homes from homeowners.

Description of Settlement Service	Range of Charges*
Opendoor Service Charge (real estate transaction cost associated with purchase of home)	6% - 16% of home sales price

* The amount of the Opendoor Service Charge varies based on the individual property and current market conditions and does not include any upfront repair costs that may be required. There will also be other closing costs imposed by third parties related to the settlement of the sale. Contact Opendoor to obtain an offer that includes an estimate of all anticipated charges.

Acknowledgment

I/we have read this notice and understand that Seller is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as a result of this referral.

Buyer's Signature _____ Date _____

Printed Name of Seller

Buyer's Signature _____ Date _____

By: _____ Date _____

Buyer's Signature _____ Date _____

Printed Name of Signatory

Buyer's Signature _____ Date _____

Its:

INDOOR ENVIRONMENTAL QUALITY DISCLOSURE

THIS INDOOR ENVIRONMENTAL QUALITY DISCLOSURE (this “**Disclosure**”) is, by this reference, made part of the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Lot/Unit _____ of Block/Building _____ of _____ Subdivision/Plat/Condominium in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Disclosure to the Agreement shall be deemed to include references to this Disclosure and to any other disclosure and/or addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Indoor Environmental Contaminates.** There are many different types of indoor environmental contaminants, including, but not limited to, pet dander, dust mites and mold. Molds and other potential contaminants have been a part of our environment for millions of years. Contaminants are everywhere, indoors and outdoors. Therefore, everyone is exposed to some contaminants on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illness have been linked with biological pollutants in the indoor environment, including some forms of mold. However, many of these conditions also have causes unrelated to the indoor environment. Therefore, it is unknown how many potential health problems relate exclusively to poor indoor air. Buyer should determine for himself/herself whether Buyer, Buyer’s family members or any other individuals who will occupy or use the Home/Unit have special needs or increased risk to these conditions. Buyer should carefully monitor the conditions in the Home/Unit for mold growth and other contaminants.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture.

There are many ways to help control moisture in and beneath the Home/Unit. The U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association and others recommend taking measures such as those listed below to help control moisture in and beneath the Home/Unit. The following list is not meant to be all-inclusive.

- Fix leaking plumbing and any other source of unwanted water immediately.
- Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.
- Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase air circulation in the Home/Unit, including doors to closets.
- Have major appliances, such as furnaces, heat pumps, central air conditioners, window air conditioning units, ventilation systems and furnace attached humidifiers inspected, cleaned and serviced regularly by a qualified professional.
- Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and make sure that refrigerator and freezer doors seal properly.
- Keep water away from the foundation of the Home/Unit by maintaining required slopes, drainage and keeping plantings and sprinklers the proper distance from the Home/Unit.
- If there is a sump pump in the Home/Unit, inspect it regularly to ensure that it is properly operating.
- If there is a crawl space or structural sub-floor, inspect the ground beneath the floor on a regular basis to make sure there is no standing or excessive water. If there is standing or excessive water, seek professional assistance to remove the water. If Buyer is interested in finishing the basement, only do so after consulting an expert to determine the suitability of the basement for a finished area.

The following are suggestions that may assist Buyer in preventing and addressing mold growth in the Home/Unit.

- It is important that Buyer responds promptly when Buyer sees signs of moisture or mold.
- Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- Dry all water damaged areas and items immediately to prevent mold growth.

- If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface.
- Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.
- Mold that is not properly and adequately removed may reappear.

Proper maintenance and cleaning of the Home/Unit is the responsibility of each homeowner and will lessen the potential for water intrusion and help to control indoor environmental contaminants. Further, it is the responsibility of each homeowner to monitor their Home/Unit on a continual basis for excessive moisture, water and mold accumulation. If Buyer discovers accumulation of water or moisture in, around or under the Home/Unit, Buyer should immediately seek to control the source of the water or moisture. Failing to control the source could result in additional damage and the growth of mold. Plumbing leaks and water penetrations that are covered by the Limited Warranty, if any, during the term of the Limited Warranty must be reported to Seller immediately. If the Limited Warranty has expired or does not cover the specific problem, Buyer should not delay in having professionals address the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless Indemnified Parties from and against all Claims in connection with, water-related damages, including personal injuries or property damage caused by mold, but only to extent that the damages are caused by (A) Buyer’s negligence, (B) Buyer’s failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer’s failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home/Unit caused by improper construction. Buyer also agrees to waive all rights of subrogation for damages resulting from water-related damages, mold growth, any personal injuries, or any remediation resulting from (A) Buyer’s negligence, (B) Buyer’s failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer’s failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home/Unit caused by improper construction.

3. **Counterparts.** This Disclosure shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Disclosure electronically to the other party.

4. **Conflicts.** In the event of any conflict between this Disclosure and the Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement.** The Agreement, together with this Disclosure and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Disclosure or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

<div>Buyer</div> <div>Date: _____</div>	<div>Buyer</div> <div>Date: _____</div>
<div>Buyer</div> <div>Date: _____</div>	<div>Buyer</div> <div>Date: _____</div>
<div>SELLER:</div> <div>_____ ,</div> <div>a _____</div>	
<div>By _____</div> <div>Title: Authorized Representative</div> <div>Date Signed by Seller: _____</div>	

**COACH HOMES I AT CALUSA COUNTRY CLUB, A PHASE CONDOMINIUM
MASTER DISCLOSURE AND INFORMATION ADDENDUM
TO PURCHASE AND SALE AGREEMENT
FLORIDA**

THIS COACH HOMES I AT CALUSA COUNTRY CLUB, A PHASE CONDOMINIUM MASTER DISCLOSURE AND INFORMATION ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (“**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ (“**Unit**”) of the condominium project known or to be known as Coach Homes I at Calusa Country Club, A Phase Condominium (“**Condominium**”). The Condominium is located in the overall development community known as Calusa Country Club (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein or otherwise specifically referenced for definition in other documents shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community.** The Condominium lies within the Community. This Addendum explains certain terms which are applicable to the purchase of units in the Condominium within the Community. Seller makes no representation or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community. Any current maps or other materials showing any final or projected development of the Community may be modified or updated in the future.

3. **Condominium Documents, Community Documents and Golf Documents.** Buyer acknowledges receipt of the “**Document Book**” which contains the following:

3.1 Buyer acknowledges receipt of, and agrees to be bound by, the following documents (collectively, the “**Condominium Documents**”): (i) the Coach Homes I at Calusa Country Club, A Phase Condominium Prospectus (the “**Prospectus**”); (ii) the Declaration of Condominium for Coach Homes I at Calusa Country Club, A Phase Condominium (the “**Declaration**”); and (iii) the Articles of Incorporation, By-Laws and any Rules and Regulations of Coach Homes I at Calusa Country Club Condominium Association, Inc. (“**Association**”). Buyer acknowledges and agrees that title to the Unit will be subject to the Condominium Documents.

3.2 Buyer acknowledges receipt of, and agrees to be bound by, the following documents (collectively, the “**Community Documents**”): (i) the Declaration of Covenants and Restrictions for Calusa Country Club (the “**Master Declaration**”); and (iii) the Articles of Incorporation, By-Laws and any Rules and Regulations of Calusa Country Club Master Association, Inc., all as amended and supplemented from time to time. Buyer acknowledges and agrees that title to the Unit will be subject to the Community Documents.

3.3 Buyer acknowledges receipt of, and agrees to be bound by, the following documents: (i) the Declaration for Calusa Country Club – Golf (the “**Golf Declaration**”); and (ii) the Articles of Incorporation, By-Laws and any Rules and Regulations of Calusa Country Club, Inc. (“**Golf Association**”), all as amended and supplemented from time to time (collectively, the “**Golf Documents**”). Buyer acknowledges and agrees that title to the Unit will be subject to the Golf Documents.

3.4 Buyer acknowledges the provisions contained in the Document Book are fair and reasonable.

4. **Association Memberships.**

4.1 Upon conveyance and recording of the deed to the Unit, Buyer understands and agrees that Buyer will then become (a) a member of the Calusa Country Club Master Association, Inc., a Florida not-for-profit corporation (“**Master Association**”), (b) a member of the Calusa Country Club, Inc., a Florida not-for-profit corporation (“**Golf Association**”), and (c) a member of the Coach Homes I at Calusa Country Club Condominium Association, Inc., a Florida not-for-profit corporation (“**Association**”). Buyer agrees to accept the liability and obligations of such memberships. Buyer understands that as a member of the Master Association, the Golf Association and the Association, Buyer will be required to pay Assessments (as defined in the documents contained in the Document Book) for the maintenance of the Common Elements and Common Areas (as defined in the documents contained in the Document Book) and for such other uses and purposes as are provided for in the documents contained in the Document Book. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association, the Master Association and/or the Golf Association to record a lien on the Unit and to foreclose such lien. Assessments are subject to additional increases in the manner currently provided for in the documents contained in the Document Book. Seller, the Association, the Master Association and/or the Golf Association and any other builder cannot estimate the amount or frequency of any such increase.

4.2 Buyer acknowledges that nominees of Seller, the developer of the Condominium, or of the developer of the Community may serve as the initial officers and directors of the Association, the Master Association and/or the Golf Association. The officers and directors and the management company are authorized by Buyer to act for and on the behalf of the Association, the Master Association and/or the Golf Association. Seller may, but is not required to, advance monies to the Association, the Master Association and/or the Golf Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association, the Master Association and/or the Golf Association will be obligated to repay such advances as set forth in the documents contained in the Document Book.

5. **Charges.** In addition to the Closing Costs set forth in Rider 1, Buyer shall pay the following additional Closing Costs respecting the Condominium and the Community:

5.1 **Association:** Assessments payable to the Association ("**Association Assessments**") will be prorated for the month in which the Closing occurs (based on the then current Association Assessments at the time of closing). Such Association Assessments are estimated to be \$_____ per quarter at this time, and are based on the estimated operating budget for the Association. Buyer acknowledges that the estimated operating budget for the Association is only an estimate of what it will cost to run the Association during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Buyer acknowledges and agrees that after the expiration of the Developer's guarantee of Association Assessments as set forth in Section 14.8 of the Declaration, the Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the Common Elements. Buyer will receive a copy of any such changes in the Association budget or Association Assessments. For more information on the Association Assessments, Buyer should refer to Sections 13 and 14 of the Declaration.

5.2 **Master Association Assessments.**

5.2.1 **Master Association Assessments.** Assessments payable to the Master Association ("**Master Association Assessments**") will be prorated for the month in which the Closing occurs (based on the then current Master Association Assessments at the time of closing). Such Master Association Assessments are estimated to be \$_____ per quarter at this time, and are based on the estimated operating budget for the Master Association. Buyer acknowledges that the estimated operating budget for the Master Association is only an estimate of what it will cost to run the Master Association and common areas of the Community during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Neither the amount of Master Association Assessments for the Unit nor the budget is guaranteed. Buyer acknowledges and agrees that the Master Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the common areas of the Community. Buyer is advised to request an updated copy of the budget on or prior to the Closing by submitting a written request to Seller or its closing agent.

5.2.2 **Initial Capital Contribution to Declarant.** Buyer acknowledges that separate from the Master Association Assessments, "**Declarant**" (as defined in the Master Declaration) has established an initial capital contribution for the Community ("**Initial Capital Contribution**") in the amount of \$_____, paid by the Buyer to Declarant. The Initial Capital Contribution shall be used at the discretion of Declarant for any purpose, including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Initial Capital Contribution is not refundable or applied as a credit against or an advance payment of Master Association Assessments.

5.2.3 **Resale Capital Contribution to Master Association.** Buyer acknowledges that the Master Association may establish a Resale Capital Contribution (as defined in the Master Declaration). For more information on this Resale Capital Contribution, please refer to the Master Declaration.

5.3 **Golf Association Assessments.**

5.3.1 **Golf Association Assessments.** Assessments payable to the Golf Association ("**Golf Association Assessments**") will be prorated for the month in which the Closing occurs (based on the then current Golf Association Assessments at the time of closing). Such Golf Association Assessments are estimated to be \$_____ per quarter at this time, and are based on the estimated operating budget for the Golf Association. Buyer acknowledges that the estimated operating budget for the Golf Association is only an estimate of what it will cost to run the Golf Association during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Golf Association and Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Neither the Golf Association Assessments nor the budget is guaranteed. Buyer acknowledges and agrees that the Golf Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the common areas of the Golf Association. Buyer is advised to request an updated copy of the budget on or prior to the Closing by submitting a written request to Seller or its closing agent.

5.3.2 **Golf Initial Capital Contribution to Declarant.** Buyer acknowledges that separate from the Golf Association Assessments, Declarant (as defined in the Golf Declaration) has established an initial capital contribution for the Community ("**Golf Initial Capital Contribution**") in the amount of \$_____, paid by the Buyer to Declarant. The Golf Initial Capital Contribution shall be used at the discretion of Declarant for any purpose, including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Golf Initial Capital Contribution is not refundable or applied as a credit against or an advance payment of Golf Association Assessments.

5.3.3 **Resale Capital Contribution to Master Association.** Buyer acknowledges that the Golf Association may establish a Resale Capital Contribution (as defined in the Golf Declaration). For more information on this Resale Capital Contribution, please refer to the Golf Declaration.

5.4 **Builder's Fee.** Buyer acknowledges that there will be a builder's fee of \$_____ payable to the Seller at Closing that Buyer is required to pay.

6. **Community Access/Gates.** Neither the Declarant nor Seller make any guarantees regarding the gate hours of operation for the access gates located at the entrance(s) to the Community. Buyer understands that the gates may remain open indefinitely at any time. Street and gate maintenance located in or around the Community shall be the obligation of the Master Association.

7. **Golf Course.**

7.1 Some homes and units in the Community are located on or near a golf course. The flight of a golf ball is extremely difficult to control. Depending upon the location of the Unit and the manner in which a golf shot is hit, a golf ball may periodically fly onto the Condominium property and strike the improvements which contain the Unit. While all homes and units, and in particular homes and units adjacent to the golf course, are subject to being hit by golf balls, homes and units on the right hand side of a course and in or around doglegs on golf holes are subject to being hit more often. Because Seller, the Master Association, and the Golf Association do not generally monitor players at the golf course, and because of the difficulty in controlling the flight of a golf ball, Seller will not be responsible for golf balls that strike the improvements which contain the Unit or any damages caused by same. Seller strongly encourages Buyer to consider the location of the Unit carefully, particularly if this issue is of concern to Buyer. Buyer hereby acknowledges and accepts the following inherent risks associated with the golf course:

7.1.1 maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

7.1.2 maintenance activities can be noisy;

7.1.3 the golf course will be periodically heavily fertilized;

7.1.4 golf course maintenance can require the use of chemicals and pesticides;

7.1.5 the golf course may be watered with reclaimed water;

7.1.6 the continued operation of the golf course is not assured. The golf course may, in the future, be discontinued or redeveloped by the owner of the golf course for other uses and may not remain as open space or green space;

7.1.7 any view(s) of the golf course from the Unit is not guaranteed and changes to the landscaping and topography may result in a diminished or completely obstructed view of the golf course.

7.1.8 golf balls may enter on the Condominium property or its airspace, strike a homeowner, a homeowner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage. Each homeowner is responsible for taking such action as such homeowner deems appropriate to protect persons and property.

7.2 Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the Association, the Master Association, the Golf Association and their respective agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (1) any invasion of the use or enjoyment of the Unit by Buyer, any other occupants of the Condominium property, or any of their respective agents, contractors or invitees, (2) design of the golf course, proper or improper, (3) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), and (4) trespass by any golfer on the Condominium property, or that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Condominium property or adjacent property or roadways. Furthermore, Buyer hereby assumes the risk inherent in owning property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold Seller, the Association, the Master Association and the Golf Association harmless from any and all loss arising from claims by such Buyer, any other occupants or guests of the Unit, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Condominium property, or for any personal injury or property damage.

8. **Lighted Tennis Courts.** The tennis courts at the recreation facilities may be lighted at various times. Please note that the lights from the tennis courts may be bright enough to be seen from the Unit during the evening hours.

9. **Building and Use Restrictions.** The Unit is subject to building and use restrictions as set forth in the Condominium Documents and the Community Documents. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, any developer and homebuilder(s), leases and restoration of homesites and units. Seller encourages Buyer to carefully review the Condominium Documents and the Community Documents to ensure the long-term quality of life for both Buyer and Buyer's neighbors.

10. **Building Codes and Ordinances.** Every county or municipality has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Unit, Buyer should contact the county or municipality in which the Unit is located for further information concerning local codes and

ordinances. Seller is not responsible for notifying Buyer or any other homeowners of the content or restrictions contained in any local codes or ordinances.

11. **Architectural Review.** An Architectural Review Committee consisting of members designated by and under the control of Declarant may be established pursuant to the relevant provisions in the Master Declaration. See Article 8 of the Master Declaration.

12. **Pet Restrictions.** Buyer understands that the only pets allowed in the Community are those which are in accordance with the restrictions contained in the Community Documents or any amendments thereto.

13. **Notice Regarding Potential Annexation.** If the Homesite is located outside the limits of a municipality, the Homesite may now or later be included in the extraterritorial jurisdiction of a municipality and may be subject to annexation by the municipality. To determine if the Homesite is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Community for further information.

14. **Leases; Short-Term Rentals.** Buyer acknowledges that units in the Condominium may be rented for any length of time, subject to certain restrictions set forth in the Condominium Documents and the Community Documents. Buyer should review the Condominium Documents and the Community Documents if Buyer has any questions concerning leases and short-term rentals.

15. **Rentals.** From time to time, Seller may market and sell units in the Condominium to investors or to buyers (which may be affiliates of Seller) who may not occupy their units as their primary residence. Seller may also elect to lease, rather than sell, some or all of the units that it owns within the Condominium. Consequently, units in the Condominium may be leased to or occupied by persons other than their owners. There are no restrictions in the Declaration or the Master Declaration that (1) limit the total number of units in the Condominium that can be leased; (2) require an owner to reside in the unit as a primary or secondary residence; or (3) require an owner to occupy the unit for a specified period of time before the owner can rent it to a third party. In the event the Condominium does not meet a certain owner-occupancy ratio or the number or percentage of investor owned units exceeds a certain level, a unit may not be eligible for certain types of mortgage financing.

16. **Flood Zone.** Buyer acknowledges that the Condominium may be in a flood zone. Flood zone designations may change from time to time and Buyer should not rely on oral representations as to the flood zone status of the Condominium and should visit www.fema.gov and/or the county or city flood map website where the Condominium is located. Mortgage lenders may require the issuance of flood insurance as a requirement for financing the purchase of a condominium unit, which insurance must be present at Closing. Seller recommends that each Buyer of a condominium unit, contact their insurance professional to discuss proper protections and coverages for the contents within his/her Unit as well as additions, alterations and betterments to his/her Unit, by obtaining proper insurance coverage. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

17. **Irrigation System.** Buyer acknowledges and agrees that the irrigation waters for the Condominium property are provided by the Master Association through a well, lake or other source of water, and that the irrigation system is maintained by the Master Association. Waters utilized for irrigation may or may not have a high concentration of iron which can cause staining. Seller cannot detect in advance which water supply may stain walls, sidewalks, driveways and surrounding areas. Buyer understands that it may become necessary to install a treatment system to the irrigation water to prevent staining on the Condominium property improvements, sidewalks, driveways, or other surrounding areas and that if such treatment system is necessary it shall be paid for by the Association.

18. **Utilities.**

18.1 Buyer acknowledges that no septic tanks shall be permitted within the Condominium and the Community.

18.2 Buyer acknowledges that no private wells shall be installed within the Condominium and the Community (except that Declarant is permitted to do so, and certain wells may also exist in connection with the Master Association's irrigation system).

18.3 Manatee County provides water to the Condominium. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Condominium. In addition, if the Community is located in an area that is periodically subjected to extended periods of drought that may cause depletion of water supplies, municipalities and other providers of water services in the area of the Community may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control, influence, responsibility or liability for or over decisions concerning water rationing.

18.4 If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the utility companies directly.

19. **Utility Structures and Utilities Services Disclaimers.** Seller has no control, influence, responsibility or liability for or over the size, location, timing of installation, and placement of any and all electrical transformers, switch boxes, mailboxes, cable boxes, telephone pedestals, fire hydrants and lift stations (collectively, "**Utility Structures**") which may be located within or adjacent to the Condominium, including the Unit, or the timing and availability of the corresponding utilities services ("**Utilities Services**") to the Unit. Applicable governmental authorities are responsible for regulation of the Utility Structures and those certain companies that provide Utilities

Services to the Unit and the other units in the Condominium (e.g., FPL) ("**Utility Companies**") are responsible for the size, location, timing of installation, timing of Utilities Services and placement of the Utility Structures in the Condominium. Said Utility Companies have been afforded certain additional rights in accordance with utility easements (rights-of-way), agreements affecting the Condominium relating to telephone, cable, gas or electric lines, and plat reservations. These easements, agreements and plat reservations grant the Utility Companies certain rights, easement rights and right-of-entry to install, maintain, repair and relocate the Utility Structures within the easement areas depicted and described therein. If a Utility Structure (existing, planned or future) is located nearby Buyer's Unit, Seller cannot remove or relocate it. Buyer understands that as of the date of Buyer's execution of this Addendum, the Condominium may not be completely built out, and all of the Utility Structures planned for the Condominium may or may not be installed or currently visible. Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, shall not in any way be responsible for altering, modifying, relocating, or interfering in any way with Utility Structures (existing, planned or future), or for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on the size, location, placement, installation, design or view of Utility Structures from the Unit. Buyer further understands that Utility Structures shall not be altered, obstructed, modified, restricted or interfered with in any manner whatsoever without advance notification and approval of the Utility Companies. Any unauthorized alteration, obstruction, modification, restriction or interference with a Utility Structure may be illegal, is dangerous and can result in injury, loss or property damage. If Buyer has any questions about Utility Structures or Utilities Services, Buyer should contact the Utility Companies directly.

20. **Waterbodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATERBODIES WITHIN THE CONDOMINIUM AND/OR THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, THE ASSOCIATION OR THE MASTER ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

21. **Regulatory and Governmental Approvals.** The development plans for the Condominium have been approved by Manatee County. The development of the Condominium is subject to approval by Manatee County. For more information on the approvals required and pending in the Condominium, Buyer should contact the New Home Consultant or Manatee County at (941) 748-4501.

22. **Prices/Market Values.** Seller shall have the unilateral right to establish prices for the units in the Condominium. Seller may, at its sole discretion, increase or decrease the price or the price per square foot for any unit or option at any time, or offer incentives for sales of units in the Condominium, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Unit, the prices for any subsequent changes or upgrades to the Unit as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Unit or options in the Unit will be increased or decreased for other buyers of identical or similar units or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Unit, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Property. Seller also makes no representations or warranties regarding the future market value of the Unit.

23. **Construction and Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE CONDOMINIUM AND THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE CONDOMINIUM AND THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Condominium and the Community will likely occur after Buyer has taken occupancy of the Unit. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Condominium, particularly before the Condominium is completely built out. Seller cannot guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Condominium. Seller gives no guarantees or assurances on the active time of the Condominium model units. Units across the street or next to the model units may remain undeveloped until Seller determines that these units are no longer needed for marketing purposes.

24. **Views.** Future development and construction activities in the Condominium and the Community can and will modify the view from units (including, but not limited to, the Unit). Trees and other foliage may be added or removed. Because future development and construction activities in the Condominium and the Community will modify views from units, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Unit.

25. **Streetlights.** Numerous streetlights will be installed within the Condominium, many of which will be installed after units in the Condominium have been completed, sold and occupied. The size, location, placement, light output, installation and design of streetlights within the Condominium are determined in accordance with governmental ordinances or the plans and specifications of the Utility Companies. Buyer acknowledges and agrees that streetlights could in some instances generate light into units in the Condominium or obstruct views from units in the Condominium, and that streetlights may be bright enough to be seen from the Unit during the evening hours. Buyer assumes the liability for any impact caused by streetlights that are visible from or generate light in and to the Unit. Buyer should contact the Utility Companies directly for further information concerning the streetlights within the Condominium.

26. **Trees and Foliage.** The Condominium and the Community contain numerous native trees of various sizes and varieties. While Seller has taken great care during the planning and construction of the Condominium and the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Condominium and the Community or the Unit, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees in the Condominium will not be removed.

27. **Disclaimer Regarding Security Services.** Neither the Declarant nor the Association nor the Master Association nor the Seller are responsible for providing security or security services for the Condominium. All persons using or occupying any portion of the Condominium are responsible for their own security and the security of their own property. Neither the Declarant nor the Association nor the Master Association nor the Seller shall be liable in any way on account of loss, damage or injury resulting from lack of security, or the lack of effectiveness of any security measures undertaken. Neither the Declarant nor the Association nor the Master Association nor the Seller make any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system and/or burglar alarm systems, or other security systems, recommended or installed or any security measures undertaken within the Condominium. For more information, Buyer should refer to the Declaration and/or the Master Declaration or contact the Association.

28. **Risk of Unauthorized Cyber Access.** Certain devices, machines, appliances, equipment or systems ("**Devices**") which are installed in the Unit may include technology that allows such Devices to be accessed through the internet or other wireless technology. These Devices may include, without limitation, virtual assistant and voice activated devices, doorbell monitoring devices, water monitoring systems, remote door access systems (including garage doors), and environmental control systems. These Devices may allow a third party to gain unauthorized access to the Devices and control or access them without the Buyer's knowledge or permission. Additionally, such Devices may be used to propagate malware or gain access to other Devices, the Unit, networks, computers and Buyer's data contained thereon. Depending on the technology included, the Devices may also carry a risk that verbal communications may be heard by unauthorized third parties or be inadvertently sent to third parties through a voice-activated Device. Buyer is solely responsible for determining the level of security and protection suitable for all Devices connected to any network in the Unit, for configuring all relevant equipment to provide appropriate security, and for taking any other security measures Buyer deems necessary or appropriate in connection with such Devices, even if such Devices are installed by Seller or at Seller's direction. Seller makes no representation, and shall have no liability, for any data breaches, malware attacks, network intrusions, physical intrusions, privacy intrusions, cyber-attacks, theft, or other risks related to the Devices, even if such Devices are installed by Seller or at Seller's direction.

29. **Sound and Impact Noise Transmission.** Buyer hereby acknowledges and agrees that sound and impact noise transmission in a Condominium building is very difficult to control, and that noises from adjoining or nearby units, terraces, balconies, hallways, stairwells and/or mechanical equipment can often be heard in another unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from hallways, stairwells and elevator operation, as applicable, is normal. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Condominium unit owners. These sounds are normal and to be expected. Volumes and pitches may vary, and are not guaranteed. Neither Seller nor the Association make any representation or warranty as to the level of sound transmission between and among units in the Condominium and other portions of the Condominium property. Buyer hereby expressly waives and expressly releases, to the extent not prohibited by applicable law, any such warranty and claim for loss or damages resulting from sound or impact noise transmission.

30. **Ventilating the Home.** The aging process of natural materials and elements commonly found in soil, as well as man-made building materials and products (including new furniture), may create unwanted and unhealthy gases such as formaldehyde and radon inside your home. The air sealing techniques Seller uses to increase the energy efficiency of your home by limiting the amount of air exchanged between the outside and inside of your home can trap these contaminants inside your home. Lack of air exchange may also increase the accumulation of moisture in your home, which can lead to mold. The U.S. Department of Energy recommends that you properly ventilate your home (including the use of exhaust fans above kitchen ranges and in bathrooms) to allow for the release of these contaminants and to control moisture that can lead to mold. To learn more about properly ventilating your home, please visit <http://energy.gov/energysaver/articles/ventilation>.

31. **Hurricanes/Tropical Storms.** Seller builds homes to the building code in effect at the time the building permit is applied with respect to the Unit. Building code requirements do not guarantee a home can or will withstand the impacts of a hurricane. Seller cannot guarantee the Unit, its structure or features will not be impacted by a hurricane and/or tropical storm conditions. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding hurricane and tropical storm events.

Buyer understands and agrees to accept the risks and conditions of hurricanes and tropical storms and to assume all liabilities associated with them. By executing and delivering the Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

32. **Facilities and Conditions Affecting Homesites.**

32.1 The information set forth in this Section contains an overview of facilities and conditions which may affect some or all homesites, homes and condominium units in the Community (including, but not limited to, the Unit). Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Condominium and the Community, or their possible impact on the residents of the Condominium and the Community. For additional information about offsite features that may affect the purchase of the Unit, please contact the local governmental authorities having jurisdiction over the Condominium and the Community.

32.2 Seller advises Buyer that some of the homesites, homes and condominium units in the Condominium and the Community (including, but not limited to, the Unit) are or may be adjacent to or near some of the following: DRAINAGE CHANNEL, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT. Buyer acknowledges that the daily operation of such facilities may generate noise, vibration, lighting, traffic and other conditions. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

32.3 Racetrack and Dragstrip. The Community is located in the vicinity of a dragstrip and a racetrack currently known as the Bradenton Motorsports Park ("Dragstrip") and the Freedom Factory Raceway ("Racetrack"), respectively, and identified with parcel identification numbers 303710107 ("Dragstrip Site") and 305300059 ("Racetrack Site"). The Dragstrip and Racetrack facilities have ongoing events that by their nature create loud noises, which they are permitted to have. Any buyer within the Community buys with the understanding that the Dragstrip and the Racetrack both pre-existed the Community and each has all rights to operate and continue. By purchasing the Unit, Buyer recognizes these rights and agrees that Buyer will not object to the permitted uses of the Dragstrip or Racetrack and the permitted operations of each and will take no action to close down their permitted operations.

32.4 Lift Station. Buyer agrees that a lift station may be located within close proximity to the Unit. The County is responsible for the operation and maintenance of the lift station. The lift station may produce unpleasant odors, noise or other impacts.

32.5 Road Improvements. The State of Florida currently has plans for improvements to State Road 70 from Lorraine Road to CR 675. Seller has no control over the timing of completion of the work. For additional information on this project visit the Florida Department of Transportation's website. Seller regrets any inconveniences and disruptions during this process, including without limitation, increased noise, dust and alternate traffic patterns, but believes the Community will enjoy the improved roadway once the work is complete. During the period when these improvements, if any, are under construction there will be traffic hazards, interferences and inconveniences along this section of State Road 70 resulting from such construction.

32.6 High Voltage Transmission Lines. There are high voltage transmission lines located along portions of State Road 70 and Bourneside Boulevard. If Buyer has questions about safety, or anything to do with the transmission lines, Buyer should call the Utility Companies.

32.7 Electrical Substation. An electrical substation is located approximately one (1) mile southwest of the Community. If this is a concern to Buyer, Buyer should contact the appropriate Utility Company.

32.8 Agricultural Uses. Some of the area around the Community is currently rural in nature and there may be certain agricultural operations that Buyer may, depending upon Buyer's sensitivity, find to be an inconvenience or a nuisance. Such uses may also include hunting, fishing and target shooting. Such agricultural uses sometimes involve the use of raw manure, chemical fertilizers, herbicides, insecticides, and rodenticides, which at times may be offensive, especially to sensitive people. Buyer is advised to take the time to drive around the area to ensure that Buyer is satisfied with all agricultural and other uses.

32.9 Wild Animals. As a result of the open spaces and bodies of water in and around the Community, Buyer may periodically find wild animals within the confines of the Community, including, but not limited to, skunks, armadillos, nutria, opossums, deer, raccoons, spiders, bobcat, bear, panther, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

32.10 Property West of the Community. Bourneside Boulevard forms the western boundary of the Community. To the west of the Community are existing residential developments known as Lakewood National and Solera.

32.11 Property North of the Community. The Dragstrip and the Racetrack lie approximately 1.3 miles to the north of the Community, as further described in Section 31.3 herein. To the north of the Community are lands currently zoned for agriculture use.

32.12 Property East of the Community. To the east of the Community are existing developed and undeveloped residential land and land currently zoned for agriculture use.

32.13 Property South of the Community. To the south of the Community is an existing residential development known as Panther Ridge. Approximately 1.2 miles to the south of the Community is State Road 70.

32.14 Hunting Activities. Seller hereby discloses that hunting activities may take place adjacent to, or in close proximity of, the Unit and the Community, including on property owned by Seller but not yet under development.

32.15 **Future Commercial/Retail Uses.** The Community is located adjacent to properties which may be developed with major commercial and retail uses in the future. The development of such uses adjacent to the Community may increase traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts resulting from commercial development.

32.16 **Development of Adjacent Property.** Buyer acknowledges that the Developer's current development plans for the Community where the Unit are located may change and that no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community. The terms of this Paragraph shall survive Closing.

32.17 **Major Public Roads.** The Community is located along portions of Bourneside Boulevard and State Road 70. These roads experience heavy traffic, especially during the tourist season.

33. **Garages.** Garage sizes and heights may vary from home to home and may not accommodate all vehicles. It is not uncommon for floor plans to change during actual construction of the Condominium property and the Unit. Specific homesite conditions or local ordinances may determine the (i) location of safety bollards intended to protect plumbing or mechanical systems located inside the garage and/or (ii) design of steps from the garage to the Unit thereby affecting the usability of interior garage space available for parking vehicles. Further, Buyer acknowledges and agrees that stated floor plan dimensions and square footages are approximate and should never be relied upon as the actual as-built size of the garage; modifications to floor plan dimensions and square footages shown in sales materials may occur for many circumstances, without notice to or consent of Buyer, including but not limited to, inclusions of options and upgrades, actual field conditions and governmental agency requirements.

34. **Public Financing of Capital Improvements.** The County may finance certain capital improvements in the Community, may issue bonds in connection with such financing and may create one or more special tax districts within the Community to provide for repayment of such bonds.

35. **County Taxes, Charges and Fees.** Property within the Community is subject to County taxes, utility charges, fees and may become part of a special taxing district. For additional information, contact the Tax Collector's office of Manatee County.

36. **Addendum not a Substitute.** Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Document Book. For a more detailed explanation of any section contained in this Addendum, refer to the Document Book.

37. **Land Use and Title Documents.** Buyer, by its acceptance of a Deed to the Unit, acknowledges that such Property is subject to certain title and land use documents and all related amendments, which may include, among other items, the documents contained in the Document Book, other documents affecting title to the Property recorded in the Public Records of the County in which the Unit resides and unrecorded land use documents (collectively, the "**Title Documents**"). The Title Documents are available for inspection in Seller's office and are incorporated by this reference. Seller's plan to build homes and units in the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. SELLER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of homeowners other than Seller, Seller by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the homeowners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the homeowners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Seller, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Buyer agrees, by its acceptance of a Deed to the Unit, (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that Buyer has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

38. **Bulk Service Agreements.** The Master Association entered into, or will enter into, one or more agreements with one or more companies, including FisionX LLC, which is an affiliate of the Seller (each a "**Provider**"), for the installation of communications facilities (the "**Facilities**") and the provision of communications services (the "**Services**") for the Community. The Services include internet and/or telephone services, as well as other communications technologies. To facilitate installation of the Facilities necessary for the delivery of the Services, the Declarant entered into, or may enter into, an easement that allows a Facilities provider or Services provider to install and own Facilities along the outer perimeter of the property. The terms of the easement will be set forth in a grant of telecommunications easement for the Community. Some or all of the Services may be delivered by one or more communications Providers to Buyer on a bulk basis (the "**Bulk Services**"), whereby the Provider bills the Master Association for the provision of Services each month for the Bulk Services delivered to all homes in the Community, including the Unit, and the Master Association assesses a monthly Bulk Services fee ("**Bulk Service Fee**") to individual Master Association members. The terms of any Bulk Services arrangement will be set forth in a Bulk Services Agreement between the Master Association and a Provider. Seller hereby discloses and Buyer acknowledges that Seller may provide Buyer's contact information and basic transaction information to any applicable Provider to assist with provision of the Services for the Unit. To the extent Bulk Services are delivered to the Community, Buyer acknowledges that he or she must agree to the Provider's services subscriber agreement terms and acceptable use policy to receive the Bulk Services and, except as provided by applicable law, the failure of Buyer to agree to the Provider's services subscription agreement and acceptable use policy will not relieve Buyer from the obligation to pay the Bulk Services Fee attributable to the Unit. For any Services not delivered on a bulk basis at the Community, Buyer

must individually subscribe with the Provider for any Services that Buyer desires in order for the Provider to deliver said Services to the Unit. Buyer agrees to be bound by all such easements or agreements for the installation of Facilities and provision of Services (including Bulk Services), along with any amendments, renewals, and replacements thereof.

39. **Statements Made by Sales Staff and Brokers.** Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Unit) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.**

40. **STEWARDSHIP DISTRICT.** THE LAKEWOOD RACH STEWARDSHIP DISTRICT (THE "**STEWARDSHIP DISTRICT**") HAS BEEN CREATED TO PROVIDE CERTAIN INFRASTRUCTURE, FACILITIES, SERVICES AND MAINTENANCE OPERATIONS FOR THE COMMUNITY.

40.1 **STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS.** THE STEWARDSHIP DISTRICT HAS ISSUED SPECIAL ASSESSMENT REVENUE BONDS (THE "**BONDS**") TO FINANCE THE COST OF THE PUBLIC INFRASTRUCTURE OF THE COMMUNITY WHICH MAY INCLUDE, WITHOUT LIMITATION, THE CONSTRUCTION AND MAINTENANCE OF THE ROADS AND THE SURFACE AND STORM WATER SYSTEM WITHIN THE COMMUNITY ("**PUBLIC INFRASTRUCTURE**"). THE BONDS WILL BE REPAYABLE FROM NON AD VALOREM SPECIAL ASSESSMENTS (THE "**STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS**") IMPOSED BY THE STEWARDSHIP DISTRICT ON PROPERTY WITHIN THE COMMUNITY, WHICH PROPERTY HAS BEEN FOUND TO BE SPECIALLY BENEFITED BY THE PUBLIC INFRASTRUCTURE. EACH HOMESITE IS SUBJECT TO A STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS AS THEY BECOME DUE AND PAYABLE

40.2 **AMOUNT.** THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENT FOR A HOMESITE FOR THE STEWARDSHIP DISTRICT'S CURRENT FISCAL YEAR, AS APPROVED BY THE STEWARDSHIP DISTRICT'S BOARD OF SUPERVISORS, IS \$_____ FOR THE UNITS IN THE CONDOMINIUM (SUBJECT TO FEES AND COSTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION). THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS FOR A HOMESITE WITHIN THE STEWARDSHIP DISTRICT IS BASED UPON ITS DETERMINED ALLOCATION OR SHARE OF THE SPECIAL BENEFIT RECEIVED FROM THE PUBLIC INFRASTRUCTURE AND IS PAYABLE OVER THE LIFE OF THE BONDS (GENERALLY A PERIOD OF 30 YEARS). THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS MAY VARY FROM YEAR TO YEAR DUE TO THE FOLLOWING WHICH MAY INCLUDE, WITHOUT LIMITATION: COUNTY TAX COLLECTOR AND PROPERTY APPRAISER COLLECTION FEES, EARLY PAYMENT DISCOUNTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION, AND THE ISSUANCE BY THE STEWARDSHIP DISTRICT OF ANY ADDITIONAL BONDS.

40.3 **PREPAY OPTION.** EACH OWNER HAS THE OPTION OF PREPAYING IN FULL THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENT IMPOSED AGAINST ITS HOMESITE. THE PREPAYMENT AMOUNT WILL DECLINE EACH YEAR AS A PORTION OF STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS IS USED TO REDUCE THE PRINCIPAL ON THE STEWARDSHIP DISTRICT'S OUTSTANDING BONDS.

40.4 **STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS.** IN ADDITION TO THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS, THE STEWARDSHIP DISTRICT IMPOSES AN ANNUAL NON AD VALOREM ASSESSMENT TO FUND THE OPERATIONS OF THE STEWARDSHIP DISTRICT AND THE MAINTENANCE OF ITS PUBLIC INFRASTRUCTURE AND SERVICES ("**STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS**"). EACH HOMESITE IS SUBJECT TO STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS. BUYER ACKNOWLEDGES RECEIPT OF THE STEWARDSHIP DISTRICT'S INFORMATIONAL BROCHURE AND THE STEWARDSHIP DISTRICT'S BUDGET PRIOR TO SIGNING THE AGREEMENT. THE BUDGET FOR STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS IS SUBJECT TO CHANGE. IT IS ANTICIPATED THAT THE ANNUAL STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENT FOR THE STEWARDSHIP DISTRICT'S CURRENT FISCAL YEAR WILL BE APPROXIMATELY \$_____ PER UNIT IN THE CONDOMINIUM. THE AMOUNT OF THE ANNUAL STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENT WILL VARY FROM YEAR TO YEAR BASED UPON THE STEWARDSHIP DISTRICT'S GENERAL FUND BUDGET ADOPTED BY THE STEWARDSHIP DISTRICT'S BOARD OF SUPERVISORS EACH YEAR AND MAY ALSO VARY DUE TO COUNTY TAX COLLECTOR AND PROPERTY APPRAISER COLLECTION FEES AND EARLY PAYMENT DISCOUNTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION.

40.5 **STEWARDSHIP DISTRICT ASSESSMENTS.** STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS TOGETHER WITH THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS SHALL COMPRISE THE "**STEWARDSHIP DISTRICT ASSESSMENTS**." WHILE THE STEWARDSHIP DISTRICT ASSESSMENTS ARE NOT TAXES, UNDER FLORIDA LAW, THE STEWARDSHIP DISTRICT ASSESSMENTS WILL CONSTITUTE A LIEN CO-EQUAL WITH THE LIEN OF STATE, COUNTY, MUNICIPAL AND SCHOOL BOARD TAXES AND MAY BE COLLECTED BY THE STEWARDSHIP DISTRICT THROUGH THE USE OF THE COUNTY'S AD VALOREM TAX BILL SENT EACH YEAR BY THE TAX COLLECTOR OF MANATEE COUNTY. THE HOMESTEAD EXEMPTION IS

NOT APPLICABLE TO THE STEWARDSHIP DISTRICT ASSESSMENTS. BECAUSE A TAX BILL CANNOT BE PAID IN PART, FAILURE TO PAY THE STEWARDSHIP DISTRICT ASSESSMENTS OR ANY OTHER PORTION OF THE TAX BILL WILL RESULT IN THE SALE OF TAX CERTIFICATES AND COULD ULTIMATELY RESULT IN THE LOSS OF TITLE TO THE PROPERTY OF THE DELINQUENT TAXPAYER THROUGH THE ISSUANCE OF A TAX DEED.

40.6 Proviso. At the time of execution of this Addendum the final General Fund Budget for the Stewardship District's operations and maintenance and the debt service on the Bonds may not have been finalized and adopted by the Stewardship District's Board of Supervisors. As such, the actual Stewardship District Assessments provided herein may vary. Stewardship District Assessments are subject to change each fiscal year of the Stewardship District.

40.7 THE STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE STEWARDSHIP DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE STEWARDSHIP DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. FOR MORE INFORMATION, BUYER SHOULD CONTACT THE STEWARDSHIP DISTRICT MANAGER.

41. Annual Boundary School Assignments. Buyer acknowledges and agrees that school age children may not be assigned to the public school closest to their residences. The County School Board ("**School Board**") has full decision making powers to modify or change public school boundaries at any time and public school assignments are currently re-examined by the School Board on an annual basis. School Board policies regarding school overcrowding or other boundary policy decisions affect school boundaries and the public school to which a child is assigned. Buyer acknowledges and agrees that Buyer has not relied on any verbal or other representations from Seller or its representatives with respect to public school assignments. Buyer is responsible for its own investigation of public school assignments and other matters controlled by the School Board. Buyer should contact the School Board directly for the most current public school assignments.

42. Buyer Acknowledgment Regarding Draft Declaration(s). Buyer hereby acknowledges that as of the date hereof, the Declaration, the Master Declaration and the Golf Declaration may be in draft form only and not yet been recorded in the Public Records of Manatee County. Seller, as the Developer/Declarant of the Community, has the right to modify or amend the Declaration, the Master Declaration and/or the Golf Declaration prior to recording or, pursuant to the amendment provisions thereof, after recording. Consequently, the Declaration, the Master Declaration and/or the Golf Declaration may be subject to amendment or modification from time to time, and such changes may impact the Buyer's rights and responsibilities in the Community. Buyer is advised to obtain a copy of the final recorded the Declaration, the Master Declaration and the Golf Declaration on or prior to the Closing by submitting a written request to Seller or its closing agent.

43. Counterparts. This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

44. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

45. Entire Agreement. The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

**TERRACE I AT CALUSA COUNTRY CLUB, A PHASE CONDOMINIUM
MASTER DISCLOSURE AND INFORMATION ADDENDUM
TO PURCHASE AND SALE AGREEMENT
FLORIDA**

THIS TERRACE I AT CALUSA COUNTRY CLUB, A PHASE CONDOMINIUM MASTER DISCLOSURE AND INFORMATION ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____

(“**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ (“**Unit**”) of the condominium project known or to be known as Terrace I at Calusa Country Club, A Phase Condominium (“**Condominium**”). The Condominium is located in the overall development community known as Calusa Country Club (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein or otherwise specifically referenced for definition in other documents shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community.** The Condominium lies within the Community. This Addendum explains certain terms which are applicable to the purchase of units in the Condominium within the Community. Seller makes no representation or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community. Any current maps or other materials showing any final or projected development of the Community may be modified or updated in the future.

3. **Condominium Documents, Community Documents and Golf Documents.** Buyer acknowledges receipt of the “**Document Book**” which contains the following:

3.1 Buyer acknowledges receipt of, and agrees to be bound by, the following documents (collectively, the “**Condominium Documents**”): (i) the Terrace I at Calusa Country Club, A Phase Condominium Prospectus (the “**Prospectus**”); (ii) the Declaration of Condominium for Terrace I at Calusa Country Club, A Phase Condominium (the “**Declaration**”); and (iii) the Articles of Incorporation, By-Laws and any Rules and Regulations of Terrace I at Calusa Country Club Condominium Association, Inc. (“**Association**”). Buyer acknowledges and agrees that title to the Unit will be subject to the Condominium Documents.

3.2 Buyer acknowledges receipt of, and agrees to be bound by, the following documents (collectively, the “**Community Documents**”): (i) the Declaration of Covenants and Restrictions for Calusa Country Club (the “**Master Declaration**”); and (iii) the Articles of Incorporation, By-Laws and any Rules and Regulations of Calusa Country Club Master Association, Inc., all as amended and supplemented from time to time. Buyer acknowledges and agrees that title to the Unit will be subject to the Community Documents.

3.3 Buyer acknowledges receipt of, and agrees to be bound by, the following documents: (i) the Declaration for Calusa Country Club – Golf (the “**Golf Declaration**”); and (ii) the Articles of Incorporation, By-Laws and any Rules and Regulations of Calusa Country Club, Inc. (“**Golf Association**”), all as amended and supplemented from time to time (collectively, the “**Golf Documents**”). Buyer acknowledges and agrees that title to the Unit will be subject to the Golf Documents.

3.4 Buyer acknowledges the provisions contained in the Document Book are fair and reasonable.

4. **Association Memberships.**

4.1 Upon conveyance and recording of the deed to the Unit, Buyer understands and agrees that Buyer will then become (a) a member of the Calusa Country Club Master Association, Inc., a Florida not-for-profit corporation (“**Master Association**”), (b) a member of the Calusa Country Club, Inc., a Florida not-for-profit corporation (“**Golf Association**”), and (c) a member of the Terrace I at Calusa Country Club Condominium Association, Inc., a Florida not-for-profit corporation (“**Association**”). Buyer agrees to accept the liability and obligations of such memberships. Buyer understands that as a member of the Master Association, the Golf Association and the Association, Buyer will be required to pay Assessments (as defined in the documents contained in the Document Book) for the maintenance of the Common Elements and Common Areas (as defined in the documents contained in the Document Book) and for such other uses and purposes as are provided for in the documents contained in the Document Book. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association, the Master Association and/or the Golf Association to record a lien on the Unit and to foreclose such lien. Assessments are subject to additional increases in the manner currently provided for in the documents contained in the Document Book. Seller, the Association, the Master Association and/or the Golf Association and any other builder cannot estimate the amount or frequency of any such increase.

4.2 Buyer acknowledges that nominees of Seller, the developer of the Condominium, or of the developer of the Community may serve as the initial officers and directors of the Association, the Master Association and/or the Golf Association. The officers and directors and the management company are authorized by Buyer to act for and on the behalf of the Association, the Master Association and/or the Golf Association. Seller may, but is not required to, advance monies to the Association, the Master Association and/or the Golf Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association, the Master Association and/or the Golf Association will be obligated to repay such advances as set forth in the documents contained in the Document Book.

5. **Charges.** In addition to the Closing Costs set forth in Rider 1, Buyer shall pay the following additional Closing Costs respecting the Condominium and the Community:

5.1 **Association:** Assessments payable to the Association ("**Association Assessments**") will be prorated for the month in which the Closing occurs (based on the then current Association Assessments at the time of closing). Such Association Assessments are estimated to be \$_____ per quarter at this time, and are based on the estimated operating budget for the Association. Buyer acknowledges that the estimated operating budget for the Association is only an estimate of what it will cost to run the Association during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Buyer acknowledges and agrees that after the expiration of the Developer's guarantee of Association Assessments as set forth in Section 14.8 of the Declaration, the Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the Common Elements. Buyer will receive a copy of any such changes in the Association budget or Association Assessments. For more information on the Association Assessments, Buyer should refer to Sections 13 and 14 of the Declaration.

5.2 **Master Association Assessments.**

5.2.1 **Master Association Assessments.** Assessments payable to the Master Association ("**Master Association Assessments**") will be prorated for the month in which the Closing occurs (based on the then current Master Association Assessments at the time of closing). Such Master Association Assessments are estimated to be \$_____ per quarter at this time, and are based on the estimated operating budget for the Master Association. Buyer acknowledges that the estimated operating budget for the Master Association is only an estimate of what it will cost to run the Master Association and common areas of the Community during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Neither the amount of Master Association Assessments for the Unit nor the budget is guaranteed. Buyer acknowledges and agrees that the Master Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the common areas of the Community. Buyer is advised to request an updated copy of the budget on or prior to the Closing by submitting a written request to Seller or its closing agent.

5.2.2 **Initial Capital Contribution to Declarant.** Buyer acknowledges that separate from the Master Association Assessments, "**Declarant**" (as defined in the Master Declaration) has established an initial capital contribution for the Community ("**Initial Capital Contribution**") in the amount of \$_____, paid by the Buyer to Declarant. The Initial Capital Contribution shall be used at the discretion of Declarant for any purpose, including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Initial Capital Contribution is not refundable or applied as a credit against or an advance payment of Master Association Assessments.

5.2.3 **Resale Capital Contribution to Master Association.** Buyer acknowledges that the Master Association may establish a Resale Capital Contribution (as defined in the Master Declaration). For more information on this Resale Capital Contribution, please refer to the Master Declaration.

5.3 **Golf Association Assessments.**

5.3.1 **Golf Association Assessments.** Assessments payable to the Golf Association ("**Golf Association Assessments**") will be prorated for the month in which the Closing occurs (based on the then current Golf Association Assessments at the time of closing). Such Golf Association Assessments are estimated to be \$_____ per quarter at this time, and are based on the estimated operating budget for the Golf Association. Buyer acknowledges that the estimated operating budget for the Golf Association is only an estimate of what it will cost to run the Golf Association during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Golf Association and Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Neither the Golf Association Assessments nor the budget is guaranteed. Buyer acknowledges and agrees that the Golf Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the common areas of the Golf Association. Buyer is advised to request an updated copy of the budget on or prior to the Closing by submitting a written request to Seller or its closing agent.

5.3.2 **Golf Initial Capital Contribution to Declarant.** Buyer acknowledges that separate from the Golf Association Assessments, Declarant (as defined in the Golf Declaration) has established an initial capital contribution for the Community ("**Golf Initial Capital Contribution**") in the amount of \$_____, paid by the Buyer to Declarant. The Golf Initial Capital Contribution shall be used at the discretion of Declarant for any purpose, including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Golf Initial Capital Contribution is not refundable or applied as a credit against or an advance payment of Golf Association Assessments.

5.3.3 **Resale Capital Contribution to Master Association.** Buyer acknowledges that the Golf Association may establish a Resale Capital Contribution (as defined in the Golf Declaration). For more information on this Resale Capital Contribution, please refer to the Golf Declaration.

5.4 **Builder's Fee.** Buyer acknowledges that there will be a builder's fee of \$_____ payable to the Seller at Closing that Buyer is required to pay.

6. **Community Access/Gates.** Neither the Declarant nor Seller make any guarantees regarding the gate hours of operation for the access gates located at the entrance(s) to the Community. Buyer understands that the gates may remain open indefinitely at any time. Street and gate maintenance located in or around the Community shall be the obligation of the Master Association.

7. **Golf Course.**

7.1 Some homes and units in the Community are located on or near a golf course. The flight of a golf ball is extremely difficult to control. Depending upon the location of the Unit and the manner in which a golf shot is hit, a golf ball may periodically fly onto the Condominium property and strike the improvements which contain the Unit. While all homes and units, and in particular homes and units adjacent to the golf course, are subject to being hit by golf balls, homes and units on the right hand side of a course and in or around doglegs on golf holes are subject to being hit more often. Because Seller, the Master Association, and the Golf Association do not generally monitor players at the golf course, and because of the difficulty in controlling the flight of a golf ball, Seller will not be responsible for golf balls that strike the improvements which contain the Unit or any damages caused by same. Seller strongly encourages Buyer to consider the location of the Unit carefully, particularly if this issue is of concern to Buyer. Buyer hereby acknowledges and accepts the following inherent risks associated with the golf course:

7.1.1 maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

7.1.2 maintenance activities can be noisy;

7.1.3 the golf course will be periodically heavily fertilized;

7.1.4 golf course maintenance can require the use of chemicals and pesticides;

7.1.5 the golf course may be watered with reclaimed water;

7.1.6 the continued operation of the golf course is not assured. The golf course may, in the future, be discontinued or redeveloped by the owner of the golf course for other uses and may not remain as open space or green space;

7.1.7 any view(s) of the golf course from the Unit is not guaranteed and changes to the landscaping and topography may result in a diminished or completely obstructed view of the golf course.

7.1.8 golf balls may enter on the Condominium property or its airspace, strike a homeowner, a homeowner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage. Each homeowner is responsible for taking such action as such homeowner deems appropriate to protect persons and property.

7.2 Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the Association, the Master Association, the Golf Association and their respective agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (1) any invasion of the use or enjoyment of the Unit by Buyer, any other occupants of the Condominium property, or any of their respective agents, contractors or invitees, (2) design of the golf course, proper or improper, (3) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), and (4) trespass by any golfer on the Condominium property, or that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Condominium property or adjacent property or roadways. Furthermore, Buyer hereby assumes the risk inherent in owning property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold Seller, the Association, the Master Association and the Golf Association harmless from any and all loss arising from claims by such Buyer, any other occupants or guests of the Unit, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Condominium property, or for any personal injury or property damage.

8. **Lighted Tennis Courts.** The tennis courts at the recreation facilities may be lighted at various times. Please note that the lights from the tennis courts may be bright enough to be seen from the Unit during the evening hours.

9. **Building and Use Restrictions.** The Unit is subject to building and use restrictions as set forth in the Condominium Documents and the Community Documents. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, any developer and homebuilder(s), leases and restoration of homesites and units. Seller encourages Buyer to carefully review the Condominium Documents and the Community Documents to ensure the long-term quality of life for both Buyer and Buyer's neighbors.

10. **Building Codes and Ordinances.** Every county or municipality has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Unit, Buyer should contact the county or municipality in which the Unit is located for further information concerning local codes and

ordinances. Seller is not responsible for notifying Buyer or any other homeowners of the content or restrictions contained in any local codes or ordinances.

11. **Architectural Review.** An Architectural Review Committee consisting of members designated by and under the control of Declarant may be established pursuant to the relevant provisions in the Master Declaration. See Article 8 of the Master Declaration.

12. **Pet Restrictions.** Buyer understands that the only pets allowed in the Community are those which are in accordance with the restrictions contained in the Community Documents or any amendments thereto.

13. **Notice Regarding Potential Annexation.** If the Homesite is located outside the limits of a municipality, the Homesite may now or later be included in the extraterritorial jurisdiction of a municipality and may be subject to annexation by the municipality. To determine if the Homesite is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Community for further information.

14. **Leases; Short-Term Rentals.** Buyer acknowledges that units in the Condominium may be rented for any length of time, subject to certain restrictions set forth in the Condominium Documents and the Community Documents. Buyer should review the Condominium Documents and the Community Documents if Buyer has any questions concerning leases and short-term rentals.

15. **Rentals.** From time to time, Seller may market and sell units in the Condominium to investors or to buyers (which may be affiliates of Seller) who may not occupy their units as their primary residence. Seller may also elect to lease, rather than sell, some or all of the units that it owns within the Condominium. Consequently, units in the Condominium may be leased to or occupied by persons other than their owners. There are no restrictions in the Declaration or the Master Declaration that (1) limit the total number of units in the Condominium that can be leased; (2) require an owner to reside in the unit as a primary or secondary residence; or (3) require an owner to occupy the unit for a specified period of time before the owner can rent it to a third party. In the event the Condominium does not meet a certain owner-occupancy ratio or the number or percentage of investor owned units exceeds a certain level, a unit may not be eligible for certain types of mortgage financing.

16. **Flood Zone.** Buyer acknowledges that the Condominium may be in a flood zone. Flood zone designations may change from time to time and Buyer should not rely on oral representations as to the flood zone status of the Condominium and should visit www.fema.gov and/or the county or city flood map website where the Condominium is located. Mortgage lenders may require the issuance of flood insurance as a requirement for financing the purchase of a condominium unit, which insurance must be present at Closing. Seller recommends that each Buyer of a condominium unit, contact their insurance professional to discuss proper protections and coverages for the contents within his/her Unit as well as additions, alterations and betterments to his/her Unit, by obtaining proper insurance coverage. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

17. **Irrigation System.** Buyer acknowledges and agrees that the irrigation waters for the Condominium property are provided by the Master Association through a well, lake or other source of water, and that the irrigation system is maintained by the Master Association. Waters utilized for irrigation may or may not have a high concentration of iron which can cause staining. Seller cannot detect in advance which water supply may stain walls, sidewalks, driveways and surrounding areas. Buyer understands that it may become necessary to install a treatment system to the irrigation water to prevent staining on the Condominium property improvements, sidewalks, driveways, or other surrounding areas and that if such treatment system is necessary it shall be paid for by the Association.

18. **Utilities.**

18.1 Buyer acknowledges that no septic tanks shall be permitted within the Condominium and the Community.

18.2 Buyer acknowledges that no private wells shall be installed within the Condominium and the Community (except that Declarant is permitted to do so, and certain wells may also exist in connection with the Master Association's irrigation system).

18.3 Manatee County provides water to the Condominium. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Condominium. In addition, if the Community is located in an area that is periodically subjected to extended periods of drought that may cause depletion of water supplies, municipalities and other providers of water services in the area of the Community may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control, influence, responsibility or liability for or over decisions concerning water rationing.

18.4 If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the utility companies directly.

19. **Utility Structures and Utilities Services Disclaimers.** Seller has no control, influence, responsibility or liability for or over the size, location, timing of installation, and placement of any and all electrical transformers, switch boxes, mailboxes, cable boxes, telephone pedestals, fire hydrants and lift stations (collectively, "**Utility Structures**") which may be located within or adjacent to the Condominium, including the Unit, or the timing and availability of the corresponding utilities services ("**Utilities Services**") to the Unit. Applicable governmental authorities are responsible for regulation of the Utility Structures and those certain companies that provide Utilities

Services to the Unit and the other units in the Condominium (e.g., FPL) ("**Utility Companies**") are responsible for the size, location, timing of installation, timing of Utilities Services and placement of the Utility Structures in the Condominium. Said Utility Companies have been afforded certain additional rights in accordance with utility easements (rights-of-way), agreements affecting the Condominium relating to telephone, cable, gas or electric lines, and plat reservations. These easements, agreements and plat reservations grant the Utility Companies certain rights, easement rights and right-of-entry to install, maintain, repair and relocate the Utility Structures within the easement areas depicted and described therein. If a Utility Structure (existing, planned or future) is located nearby Buyer's Unit, Seller cannot remove or relocate it. Buyer understands that as of the date of Buyer's execution of this Addendum, the Condominium may not be completely built out, and all of the Utility Structures planned for the Condominium may or may not be installed or currently visible. Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, shall not in any way be responsible for altering, modifying, relocating, or interfering in any way with Utility Structures (existing, planned or future), or for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on the size, location, placement, installation, design or view of Utility Structures from the Unit. Buyer further understands that Utility Structures shall not be altered, obstructed, modified, restricted or interfered with in any manner whatsoever without advance notification and approval of the Utility Companies. Any unauthorized alteration, obstruction, modification, restriction or interference with a Utility Structure may be illegal, is dangerous and can result in injury, loss or property damage. If Buyer has any questions about Utility Structures or Utilities Services, Buyer should contact the Utility Companies directly.

20. **Waterbodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATERBODIES WITHIN THE CONDOMINIUM AND/OR THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, THE ASSOCIATION OR THE MASTER ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

21. **Regulatory and Governmental Approvals.** The development plans for the Condominium have been approved by Manatee County. The development of the Condominium is subject to approval by Manatee County. For more information on the approvals required and pending in the Condominium, Buyer should contact the New Home Consultant or Manatee County at (941) 748-4501.

22. **Prices/Market Values.** Seller shall have the unilateral right to establish prices for the units in the Condominium. Seller may, at its sole discretion, increase or decrease the price or the price per square foot for any unit or option at any time, or offer incentives for sales of units in the Condominium, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Unit, the prices for any subsequent changes or upgrades to the Unit as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Unit or options in the Unit will be increased or decreased for other buyers of identical or similar units or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Unit, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Property. Seller also makes no representations or warranties regarding the future market value of the Unit.

23. **Construction and Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE CONDOMINIUM AND THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE CONDOMINIUM AND THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Condominium and the Community will likely occur after Buyer has taken occupancy of the Unit. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Condominium, particularly before the Condominium is completely built out. Seller cannot guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Condominium. Seller gives no guarantees or assurances on the active time of the Condominium model units. Units across the street or next to the model units may remain undeveloped until Seller determines that these units are no longer needed for marketing purposes.

24. **Views.** Future development and construction activities in the Condominium and the Community can and will modify the view from units (including, but not limited to, the Unit). Trees and other foliage may be added or removed. Because future development and construction activities in the Condominium and the Community will modify views from units, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Unit.

25. **Streetlights.** Numerous streetlights will be installed within the Condominium, many of which will be installed after units in the Condominium have been completed, sold and occupied. The size, location, placement, light output, installation and design of streetlights within the Condominium are determined in accordance with governmental ordinances or the plans and specifications of the Utility Companies. Buyer acknowledges and agrees that streetlights could in some instances generate light into units in the Condominium or obstruct views from units in the Condominium, and that streetlights may be bright enough to be seen from the Unit during the evening hours. Buyer assumes the liability for any impact caused by streetlights that are visible from or generate light in and to the Unit. Buyer should contact the Utility Companies directly for further information concerning the streetlights within the Condominium.

26. **Trees and Foliage.** The Condominium and the Community contain numerous native trees of various sizes and varieties. While Seller has taken great care during the planning and construction of the Condominium and the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Condominium and the Community or the Unit, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees in the Condominium will not be removed.

27. **Disclaimer Regarding Security Services.** Neither the Declarant nor the Association nor the Master Association nor the Seller are responsible for providing security or security services for the Condominium. All persons using or occupying any portion of the Condominium are responsible for their own security and the security of their own property. Neither the Declarant nor the Association nor the Master Association nor the Seller shall be liable in any way on account of loss, damage or injury resulting from lack of security, or the lack of effectiveness of any security measures undertaken. Neither the Declarant nor the Association nor the Master Association nor the Seller make any representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system and/or burglar alarm systems, or other security systems, recommended or installed or any security measures undertaken within the Condominium. For more information, Buyer should refer to the Declaration and/or the Master Declaration or contact the Association.

28. **Risk of Unauthorized Cyber Access.** Certain devices, machines, appliances, equipment or systems ("**Devices**") which are installed in the Unit may include technology that allows such Devices to be accessed through the internet or other wireless technology. These Devices may include, without limitation, virtual assistant and voice activated devices, doorbell monitoring devices, water monitoring systems, remote door access systems, and environmental control systems. These Devices may allow a third party to gain unauthorized access to the Devices and control or access them without the Buyer's knowledge or permission. Additionally, such Devices may be used to propagate malware or gain access to other Devices, the Unit, networks, computers and Buyer's data contained thereon. Depending on the technology included, the Devices may also carry a risk that verbal communications may be heard by unauthorized third parties or be inadvertently sent to third parties through a voice-activated Device. Buyer is solely responsible for determining the level of security and protection suitable for all Devices connected to any network in the Unit, for configuring all relevant equipment to provide appropriate security, and for taking any other security measures Buyer deems necessary or appropriate in connection with such Devices, even if such Devices are installed by Seller or at Seller's direction. Seller makes no representation, and shall have no liability, for any data breaches, malware attacks, network intrusions, physical intrusions, privacy intrusions, cyber-attacks, theft, or other risks related to the Devices, even if such Devices are installed by Seller or at Seller's direction.

29. **Sound and Impact Noise Transmission.** Buyer hereby acknowledges and agrees that sound and impact noise transmission in a Condominium building is very difficult to control, and that noises from adjoining or nearby units, terraces, balconies, hallways, stairwells and/or mechanical equipment can often be heard in another unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from hallways, stairwells and elevator operation, as applicable, is normal. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Condominium unit owners. These sounds are normal and to be expected. Volumes and pitches may vary, and are not guaranteed. Neither Seller nor the Association make any representation or warranty as to the level of sound transmission between and among units in the Condominium and other portions of the Condominium property. Buyer hereby expressly waives and expressly releases, to the extent not prohibited by applicable law, any such warranty and claim for loss or damages resulting from sound or impact noise transmission.

30. **Ventilating the Home.** The aging process of natural materials and elements commonly found in soil, as well as man-made building materials and products (including new furniture), may create unwanted and unhealthy gases such as formaldehyde and radon inside your home. The air sealing techniques Seller uses to increase the energy efficiency of your home by limiting the amount of air exchanged between the outside and inside of your home can trap these contaminants inside your home. Lack of air exchange may also increase the accumulation of moisture in your home, which can lead to mold. The U.S. Department of Energy recommends that you properly ventilate your home (including the use of exhaust fans above kitchen ranges and in bathrooms) to allow for the release of these contaminants and to control moisture that can lead to mold. To learn more about properly ventilating your home, please visit <http://energy.gov/energysaver/articles/ventilation>.

31. **Hurricanes/Tropical Storms.** Seller builds homes to the building code in effect at the time the building permit is applied with respect to the Unit. Building code requirements do not guarantee a home can or will withstand the impacts of a hurricane. Seller cannot guarantee the Unit, its structure or features will not be impacted by a hurricane and/or tropical storm conditions. Buyer should review their applicable homeowner's and/or flood insurance policy(s) and consult their insurance professional for additional information. Buyer is urged to follow the advice and direction from local emergency management officials regarding hurricane and tropical storm events.

Buyer understands and agrees to accept the risks and conditions of hurricanes and tropical storms and to assume all liabilities associated with them. By executing and delivering the Agreement and Closing, Buyer shall be deemed to have released Seller and Seller's affiliates, and their respective officers, directors, managers, members, shareholders, employees, and agents, from any and all liability or claims resulting from all matters disclosed or disclaimed in this Paragraph, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience, displacement, property damage, personal injury and/or death to or suffered by Buyer or any of its family members, occupants, guests, tenants, invitees and/or pets and any other person or pet.

32. **Facilities and Conditions Affecting Homesites.**

32.1 The information set forth in this Section contains an overview of facilities and conditions which may affect some or all homesites, homes and condominium units in the Community (including, but not limited to, the Unit). Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Condominium and the Community, or their possible impact on the residents of the Condominium and the Community. For additional information about offsite features that may affect the purchase of the Unit, please contact the local governmental authorities having jurisdiction over the Condominium and the Community.

32.2 Seller advises Buyer that some of the homesites, homes and condominium units in the Condominium and the Community (including, but not limited to, the Unit) are or may be adjacent to or near some of the following: DRAINAGE CHANNEL, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT. Buyer acknowledges that the daily operation of such facilities may generate noise, vibration, lighting, traffic and other conditions. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

32.3 Racetrack and Dragstrip. The Community is located in the vicinity of a dragstrip and a racetrack currently known as the Bradenton Motorsports Park ("**Dragstrip**") and the Freedom Factory Raceway ("**Racetrack**"), respectively, and identified with parcel identification numbers 303710107 ("**Dragstrip Site**") and 305300059 ("**Racetrack Site**"). The Dragstrip and Racetrack facilities have ongoing events that by their nature create loud noises, which they are permitted to have. Any buyer within the Community buys with the understanding that the Dragstrip and the Racetrack both pre-existed the Community and each has all rights to operate and continue. By purchasing the Unit, Buyer recognizes these rights and agrees that Buyer will not object to the permitted uses of the Dragstrip or Racetrack and the permitted operations of each and will take no action to close down their permitted operations.

32.4 Lift Station. Buyer agrees that a lift station may be located within close proximity to the Unit. The County is responsible for the operation and maintenance of the lift station. The lift station may produce unpleasant odors, noise or other impacts.

32.5 Road Improvements. The State of Florida currently has plans for improvements to State Road 70 from Lorraine Road to CR 675. Seller has no control over the timing of completion of the work. For additional information on this project visit the Florida Department of Transportation's website. Seller regrets any inconveniences and disruptions during this process, including without limitation, increased noise, dust and alternate traffic patterns, but believes the Community will enjoy the improved roadway once the work is complete. During the period when these improvements, if any, are under construction there will be traffic hazards, interferences and inconveniences along this section of State Road 70 resulting from such construction.

32.6 High Voltage Transmission Lines. There are high voltage transmission lines located along portions of State Road 70 and Bourneside Boulevard. If Buyer has questions about safety, or anything to do with the transmission lines, Buyer should call the Utility Companies.

32.7 Electrical Substation. An electrical substation is located approximately one (1) mile southwest of the Community. If this is a concern to Buyer, Buyer should contact the appropriate Utility Company.

32.8 Agricultural Uses. Some of the area around the Community is currently rural in nature and there may be certain agricultural operations that Buyer may, depending upon Buyer's sensitivity, find to be an inconvenience or a nuisance. Such uses may also include hunting, fishing and target shooting. Such agricultural uses sometimes involve the use of raw manure, chemical fertilizers, herbicides, insecticides, and rodenticides, which at times may be offensive, especially to sensitive people. Buyer is advised to take the time to drive around the area to ensure that Buyer is satisfied with all agricultural and other uses.

32.9 Wild Animals. As a result of the open spaces and bodies of water in and around the Community, Buyer may periodically find wild animals within the confines of the Community, including, but not limited to, skunks, armadillos, nutria, opossums, deer, raccoons, spiders, bobcat, bear, panther, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

32.10 Property West of the Community. Bourneside Boulevard forms the western boundary of the Community. To the west of the Community are existing residential developments known as Lakewood National and Solera.

32.11 Property North of the Community. The Dragstrip and the Racetrack lie approximately 1.3 miles to the north of the Community, as further described in Section 31.3 herein. To the north of the Community are lands currently zoned for agriculture use.

32.12 Property East of the Community. To the east of the Community are existing developed and undeveloped residential land and land currently zoned for agriculture use.

32.13 Property South of the Community. To the south of the Community is an existing residential development known as Panther Ridge. Approximately 1.2 miles to the south of the Community is State Road 70.

32.14 Hunting Activities. Seller hereby discloses that hunting activities may take place adjacent to, or in close proximity of, the Unit and the Community, including on property owned by Seller but not yet under development.

32.15 Future Commercial/Retail Uses. The Community is located adjacent to properties which may be developed with major commercial and retail uses in the future. The development of such uses adjacent to the Community may increase traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts resulting from commercial development.

32.16 Development of Adjacent Property. Buyer acknowledges that the Developer's current development plans for the Community where the Unit are located may change and that no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community. The terms of this Paragraph shall survive Closing.

32.17 Major Public Roads. The Community is located along portions of Bourneside Boulevard and State Road 70. These roads experience heavy traffic, especially during the tourist season.

33. Public Financing of Capital Improvements. The County may finance certain capital improvements in the Community, may issue bonds in connection with such financing and may create one or more special tax districts within the Community to provide for repayment of such bonds.

34. County Taxes, Charges and Fees. Property within the Community is subject to County taxes, utility charges, fees and may become part of a special taxing district. For additional information, contact the Tax Collector's office of Manatee County.

35. Addendum not a Substitute. Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Document Book. For a more detailed explanation of any section contained in this Addendum, refer to the Document Book.

36. Land Use and Title Documents. Buyer, by its acceptance of a Deed to the Unit, acknowledges that such Property is subject to certain title and land use documents and all related amendments, which may include, among other items, the documents contained in the Document Book, other documents affecting title to the Property recorded in the Public Records of the County in which the Unit resides and unrecorded land use documents (collectively, the "Title Documents"). The Title Documents are available for inspection in Seller's office and are incorporated by this reference. Seller's plan to build homes and units in the Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. SELLER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of homeowners other than Seller, Seller by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the homeowners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the homeowners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Seller, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Buyer agrees, by its acceptance of a Deed to the Unit, (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that Buyer has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

37. Bulk Service Agreements. The Master Association entered into, or will enter into, one or more agreements with one or more companies, including FisionX LLC, which is an affiliate of the Seller (each a "Provider"), for the installation of communications facilities (the "Facilities") and the provision of communications services (the "Services") for the Community. The Services include internet and/or telephone services, as well as other communications technologies. To facilitate installation of the Facilities necessary for the delivery of the Services, the Declarant entered into, or may enter into, an easement that allows a Facilities provider or Services provider to install and own Facilities along the outer perimeter of the property. The terms of the easement will be set forth in a grant of telecommunications easement for the Community. Some or all of the Services may be delivered by one or more communications Providers to Buyer on a bulk basis (the "Bulk Services"), whereby the Provider bills the Master Association for the provision of Services each month for the Bulk Services delivered to all homes in the Community, including the Unit, and the Master Association assesses a monthly Bulk Services fee ("Bulk Service Fee") to individual Master Association members. The terms of any Bulk Services arrangement will be set forth in a Bulk Services Agreement between the Master Association and a Provider. Seller hereby discloses and Buyer acknowledges that Seller may provide Buyer's contact information and basic transaction information to any applicable Provider to assist with provision of the Services for the Unit. To the extent Bulk Services are delivered to the Community, Buyer acknowledges that he or she must agree to the Provider's services subscriber agreement terms and acceptable use policy to receive the Bulk Services and, except as provided by applicable law, the failure of Buyer to agree to the Provider's services subscription agreement and acceptable use policy will not relieve Buyer from the obligation to pay the Bulk Services Fee attributable to the Unit. For any Services not delivered on a bulk basis at the Community, Buyer must individually subscribe with the Provider for any Services that Buyer desires in order for the Provider to deliver said Services to the Unit. Buyer agrees to be bound by all such easements or agreements for the installation of Facilities and provision of Services (including Bulk Services), along with any amendments, renewals, and replacements thereof.

38. Statements Made by Sales Staff and Brokers. Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Unit) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation**

or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.

39. STEWARDSHIP DISTRICT. THE LAKEWOOD RACH STEWARDSHIP DISTRICT (THE “STEWARDSHIP DISTRICT”) HAS BEEN CREATED TO PROVIDE CERTAIN INFRASTRUCTURE, FACILITIES, SERVICES AND MAINTENANCE OPERATIONS FOR THE COMMUNITY.

39.1 STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS. THE STEWARDSHIP DISTRICT HAS ISSUED SPECIAL ASSESSMENT REVENUE BONDS (THE “BONDS”) TO FINANCE THE COST OF THE PUBLIC INFRASTRUCTURE OF THE COMMUNITY WHICH MAY INCLUDE, WITHOUT LIMITATION, THE CONSTRUCTION AND MAINTENANCE OF THE ROADS AND THE SURFACE AND STORM WATER SYSTEM WITHIN THE COMMUNITY (“PUBLIC INFRASTRUCTURE”). THE BONDS WILL BE REPAYABLE FROM NON AD VALOREM SPECIAL ASSESSMENTS (THE “STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS”) IMPOSED BY THE STEWARDSHIP DISTRICT ON PROPERTY WITHIN THE COMMUNITY, WHICH PROPERTY HAS BEEN FOUND TO BE SPECIALLY BENEFITED BY THE PUBLIC INFRASTRUCTURE. EACH HOMESITE IS SUBJECT TO A STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS AS THEY BECOME DUE AND PAYABLE

39.2 AMOUNT. THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENT FOR A HOMESITE FOR THE STEWARDSHIP DISTRICT’S CURRENT FISCAL YEAR, AS APPROVED BY THE STEWARDSHIP DISTRICT’S BOARD OF SUPERVISORS, IS \$_____ FOR THE UNITS IN THE CONDOMINIUM (SUBJECT TO FEES AND COSTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION). THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS FOR A HOMESITE WITHIN THE STEWARDSHIP DISTRICT IS BASED UPON ITS DETERMINED ALLOCATION OR SHARE OF THE SPECIAL BENEFIT RECEIVED FROM THE PUBLIC INFRASTRUCTURE AND IS PAYABLE OVER THE LIFE OF THE BONDS (GENERALLY A PERIOD OF 30 YEARS). THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS MAY VARY FROM YEAR TO YEAR DUE TO THE FOLLOWING WHICH MAY INCLUDE, WITHOUT LIMITATION: COUNTY TAX COLLECTOR AND PROPERTY APPRAISER COLLECTION FEES, EARLY PAYMENT DISCOUNTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION, AND THE ISSUANCE BY THE STEWARDSHIP DISTRICT OF ANY ADDITIONAL BONDS.

39.3 PREPAY OPTION. EACH OWNER HAS THE OPTION OF PREPAYING IN FULL THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENT IMPOSED AGAINST ITS HOMESITE. THE PREPAYMENT AMOUNT WILL DECLINE EACH YEAR AS A PORTION OF STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS IS USED TO REDUCE THE PRINCIPAL ON THE STEWARDSHIP DISTRICT’S OUTSTANDING BONDS.

39.4 STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS. IN ADDITION TO THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS, THE STEWARDSHIP DISTRICT IMPOSES AN ANNUAL NON AD VALOREM ASSESSMENT TO FUND THE OPERATIONS OF THE STEWARDSHIP DISTRICT AND THE MAINTENANCE OF ITS PUBLIC INFRASTRUCTURE AND SERVICES (“STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS”). EACH HOMESITE IS SUBJECT TO STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS. BUYER ACKNOWLEDGES RECEIPT OF THE STEWARDSHIP DISTRICT’S INFORMATIONAL BROCHURE AND THE STEWARDSHIP DISTRICT’S BUDGET PRIOR TO SIGNING THE AGREEMENT. THE BUDGET FOR STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS IS SUBJECT TO CHANGE. IT IS ANTICIPATED THAT THE ANNUAL STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENT FOR THE STEWARDSHIP DISTRICT’S CURRENT FISCAL YEAR WILL BE APPROXIMATELY \$_____ PER UNIT IN THE CONDOMINIUM. THE AMOUNT OF THE ANNUAL STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENT WILL VARY FROM YEAR TO YEAR BASED UPON THE STEWARDSHIP DISTRICT’S GENERAL FUND BUDGET ADOPTED BY THE STEWARDSHIP DISTRICT’S BOARD OF SUPERVISORS EACH YEAR AND MAY ALSO VARY DUE TO COUNTY TAX COLLECTOR AND PROPERTY APPRAISER COLLECTION FEES AND EARLY PAYMENT DISCOUNTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION.

39.5 STEWARDSHIP DISTRICT ASSESSMENTS. STEWARDSHIP DISTRICT MAINTENANCE SPECIAL ASSESSMENTS TOGETHER WITH THE STEWARDSHIP DISTRICT DEBT SERVICE ASSESSMENTS SHALL COMPRISE THE “STEWARDSHIP DISTRICT ASSESSMENTS.” WHILE THE STEWARDSHIP DISTRICT ASSESSMENTS ARE NOT TAXES, UNDER FLORIDA LAW, THE STEWARDSHIP DISTRICT ASSESSMENTS WILL CONSTITUTE A LIEN CO-EQUAL WITH THE LIEN OF STATE, COUNTY, MUNICIPAL AND SCHOOL BOARD TAXES AND MAY BE COLLECTED BY THE STEWARDSHIP DISTRICT THROUGH THE USE OF THE COUNTY’S AD VALOREM TAX BILL SENT EACH YEAR BY THE TAX COLLECTOR OF MANATEE COUNTY. THE HOMESTEAD EXEMPTION IS NOT APPLICABLE TO THE STEWARDSHIP DISTRICT ASSESSMENTS. BECAUSE A TAX BILL CANNOT BE PAID IN PART, FAILURE TO PAY THE STEWARDSHIP DISTRICT ASSESSMENTS OR ANY OTHER PORTION OF THE TAX BILL WILL RESULT IN THE SALE OF TAX CERTIFICATES AND COULD ULTIMATELY RESULT IN THE LOSS OF TITLE TO THE PROPERTY OF THE DELINQUENT TAXPAYER THROUGH THE ISSUANCE OF A TAX DEED.

39.6 Proviso. At the time of execution of this Addendum the final General Fund Budget for the Stewardship District’s operations and maintenance and the debt service on the Bonds may not have been finalized and adopted by the Stewardship District’s Board of Supervisors. As such, the actual Stewardship District Assessments

provided herein may vary. Stewardship District Assessments are subject to change each fiscal year of the Stewardship District.

39.7 THE STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE STEWARDSHIP DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE STEWARDSHIP DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. FOR MORE INFORMATION, BUYER SHOULD CONTACT THE STEWARDSHIP DISTRICT MANAGER.

40. **Annual Boundary School Assignments.** Buyer acknowledges and agrees that school age children may not be assigned to the public school closest to their residences. The County School Board ("**School Board**") has full decision making powers to modify or change public school boundaries at any time and public school assignments are currently re-examined by the School Board on an annual basis. School Board policies regarding school overcrowding or other boundary policy decisions affect school boundaries and the public school to which a child is assigned. Buyer acknowledges and agrees that Buyer has not relied on any verbal or other representations from Seller or its representatives with respect to public school assignments. Buyer is responsible for its own investigation of public school assignments and other matters controlled by the School Board. Buyer should contact the School Board directly for the most current public school assignments.

41. **Buyer Acknowledgment Regarding Draft Declaration(s).** Buyer hereby acknowledges that as of the date hereof, the Declaration, the Master Declaration and the Golf Declaration may be in draft form only and not yet been recorded in the Public Records of Manatee County. Seller, as the Developer/Declarant of the Community, has the right to modify or amend the Declaration, the Master Declaration and/or the Golf Declaration prior to recording or, pursuant to the amendment provisions thereof, after recording. Consequently, the Declaration, the Master Declaration and/or the Golf Declaration may be subject to amendment or modification from time to time, and such changes may impact the Buyer’s rights and responsibilities in the Community. Buyer is advised to obtain a copy of the final recorded the Declaration, the Master Declaration and the Golf Declaration on or prior to the Closing by submitting a written request to Seller or its closing agent.

42. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.

43. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

44. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of CondominiumTERRACE I AT CALUSA COUNTRY CLUB, A PHASE CONDOMINIUM

Address of Condominium19140 and 19116 Scallop Loop, Bradenton, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If a document uses a different name, substitute the correct name or place in parenthesis. If an item does not apply, place “N/A” in the column.

DOCUMENT	RECEIVED BY HARD COPY	RECEIVED BY ALTERNATIVE MEDIA
Prospectus Text		
Declaration of Condominium		
Articles of Incorporation		
Bylaws		
Estimated Operating Budget		
Form of Agreement for Sale or Lease		
Rules & Regulations		
Covenants and Restrictions	N/A	N/A
Ground Lease	N/A	N/A
Management and Maintenance Contracts for More Than One Year	N/A	N/A
Renewable Management Contracts	N/A	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	N/A
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	N/A	N/A
Declaration of Servitude	N/A	N/A
Sales Brochures		
Phase Development Description		
Form of Unit Lease if a Leasehold	N/A	N/A
Description of Management for Single Management of Multiple Condominiums	N/A	N/A
Conversion Inspection Report	N/A	N/A
Conversion Termite Inspection Report	N/A	N/A
Plot Plan		
Floor Plan		
Survey of Land and Graphic Description of Improvements		
Frequently Asked Questions & Answers Sheet		
Financial information	N/A	N/A
State or Local Acceptance/Approval of Dock or Marina Facilities	N/A	N/A
Evidence of Developer’s Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed		
Executed Escrow Agreement		
Other Documents (Declaration of Covenants and Restrictions for Calusa Country Club)		
Other Documents (Articles of Incorporation, By-Laws and Budget for Calusa Country Club Master Association, Inc.)		
Other Documents (Declaration for Calusa Country Club – Golf)		
Other Documents (Articles of Incorporation, By-Laws and Budget for Calusa Country Club, Inc.)		
Other Documents (Lakewood Ranch Stewardship District Brochure)		
Alternative Media Disclosure Statement and Buyer’s Consent		
Plans and Specifications	MADE AVAILABLE	

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER’S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER’S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. 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 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER’S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this day of , 20 .

Signature of Buyer or Lessee
Printed Name:

Signature of Buyer or Lessee
Printed Name:



Milt Fox

Discouraging bears from visiting your home

Properly storing or securing residential garbage and other attractants is a proven method of discouraging bears and preventing bear conflicts around homes, farms and neighborhoods. The following items attract bears and should be protected by an electric fence, wildlife resistant container, or stored in a secure place, such as a garage or sturdy shed:

- Trash and recycling containers
- Bird and squirrel feeders
- Game feeders
- Pet foods and bowls
- Barbeque grills and smokers
- Pets and small livestock
- Livestock feed
- Compost piles
- Beehives
- Fruit and nut-bearing trees and shrubs

Funds from the “Conserve Wildlife” license plate help support efforts to reduce human-bear conflicts. Buy one today at your local tax collector’s office or online at BuyAPlate.com.

Secure common bear attractants

- Use electric fencing to protect gardens, compost piles, apiaries, fruit trees and livestock.
- Store garbage and recyclables in bear-resistant containers or in a secure area until the morning of pick up.
- Feed pets indoors or bring food dishes (even if empty) inside before dark.
- Store pet and livestock feed in bear-resistant containers or inside a secure area.
- Remove bird and wildlife feeders. Ensure the area is free of all seed, corn, or other wild animal feed.
- Keep gardens and fruiting trees and shrubs tidy. Remove rotten fruit and harvest ripe nuts, fruits and vegetables.
- Clean meat smokers and barbeque grills with a degreasing detergent. Properly dispose of food remnants after each use.

Learn more about black bears with the Florida Black Bear Curriculum Guide. The guide is designed to educate teachers and students in 3rd to 8th grade and offers a comprehensive series of lessons on Florida’s black bear.

To get tips on how to secure bear attractants, watch videos about bears or how to install electric fencing, and learn more about bear-resistant containers, visit MyFWC.com/Bear.



Rick Sinnott



Ashley Hockenberry

If you live in Florida, you should know

Florida black bear populations have been recovering from historically low numbers in most areas of the state. At the same time, the human population is rapidly expanding in and around bear range. As a result, bears and humans are encountering each other more than ever.

Calls to the Florida Fish and Wildlife Conservation Commission (FWC) about human-bear encounters have increased from 1,000 in 2001 to over 4,000 in 2010. The most common calls refer to bears in yards and getting into garbage.

The mere presence of a black bear does not represent a problem. In fact, living in bear country can provide unique and rewarding experiences for residents.

While feeding bears is illegal in Florida, bears are still often fed by humans, either intentionally or unintentionally. When black bears have access to pet food, garbage, birdseed, livestock feed or other human-provided items, they quickly learn to associate people with food. Bears that have become

too comfortable around people are more likely to be killed, either by vehicle collisions, illegal shooting, or as a result of bear management actions.

People ask why problem bears can’t simply be relocated to a “wild area where they won’t bother anyone.” Unfortunately, areas large and remote enough for bears to avoid people are rare in Florida. Also, most relocated bears typically leave the new area, either to return to their original home or to leave an area already occupied by other bears. Some bears will wander through unfamiliar areas and cross busy roads, creating a danger to the bear and to motorists. In addition, bears remaining in the relocation area often exhibit the same, unwanted behavior, thus shifting the problem to a new location. As a result, relocation is not a desirable or effective solution to bear conflicts. Wildlife biologists can provide technical advice to residents who live in bear country to help them take actions to discourage bears from becoming a problem. The FWC is committed to addressing the safety concerns of residents and visitors while ensuring the long-term well-being of black bears.

If a bear comes into your yard

If you encounter a black bear at close range, remain standing upright, back up slowly and speak to the bear in a calm, assertive voice.

- Do not intentionally feed or attract bears. If a bear is eating something on your property, take note of what it is and secure it after the bear has left the area.



Charles Towne

DECORATIVE STUCCO/CEMENTITIOUS FINISH TO EXTERIOR WALLS DISCLOSURE

THIS DECORATIVE STUCCO/CEMENTITIOUS FINISH TO EXTERIOR WALLS DISCLOSURE (this “**Disclosure**”) is delivered in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Lot _____ of Block _____, of _____ Subdivision/Plat in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Disclosure to the Agreement shall be deemed to include references to this Disclosure and to any other disclosure and/or addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Decorative Stucco/Cementitious Finish to Exterior Walls.** Upon conveyance and recording of the Deed to the Property, the Buyer will be solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls are improved with a decorative finish material composed of stucco or cementitious coating (collectively, “**decorative stucco/cementitious finish**”). While decorative stucco/cementitious finish is high in compressive or impact strength, it is for decorative purposes only and is not of sufficient tensile strength to resist building movement. It is the nature of decorative stucco/cementitious finish to exhibit some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the decorative stucco/cementitious finish. This is normal behavior and considered a routine maintenance item for the Buyer.

The Florida Lath & Plaster Bureau, a consortium of stucco industry professionals, has issued a Technical Bulletin TB-ST-04-12, entitled Stucco & Building Exterior Maintenance that provides recommendations for cleaning and maintenance of the decorative stucco/cementitious finish to the exterior walls of your Home. A copy of this bulletin can be obtained at www.flapb.com/docs/TB-ST-04-12.pdf. Buyer can also obtain information on efflorescence by reviewing the National Concrete Masonry Association’s “Control And Removal of Efflorescence”, NCMA Tek 8-3-A available through the NCMA at www.ncma.org and on repairing cracks by reviewing the Portland Cement Association’s technical note “IS526 Repair of Portland Cement Plaster” which is available for download at www.cement.org, and the American Concrete Institute’s “ACI 524R-04 Guide to Portland Cement-Based Plaster” which is available for download at www.concrete.org.

It is the responsibility of the Buyer to monitor the exterior portions of his or her Home on a regular (no less often than once per year) basis for excessive cracks, stains, mildew or efflorescence. Notwithstanding the foregoing, small cracks in the decorative stucco/cementitious finish are normal and do not require any maintenance or repair. If a crack exceeds 1/8 of an inch in width, then the crack should be repaired. At least once per year, the Buyer must inspect the decorative stucco/cementitious finish to the exterior walls for cracking and if cracking is detected, engage a qualified professional to seal those cracks and repair the affected area. In addition, each year the Buyer must inspect the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separation. If the inspection reveals any such items, the Buyer must engage a qualified professional to clean, repair, re-caulk and repaint those areas. It is the Buyer’s responsibility for all maintenance and repairs described in this paragraph, and they should be completed in a timely fashion to prevent any damage to the Home.

The following conditions are covered by the Seller’s Limited Warranty during the term of the Limited Warranty, and must be promptly reported to Seller for review and proper resolution: (i) cracks in or missing decorative stucco/cementitious finish wider than 1/8 of an inch; spalling of the decorative stucco/cementitious finish and (ii) separation between a decorative stucco/cementitious surface and adjacent material that equals or exceeds 1/4-inch in width that is not caulked. If the Limited Warranty has expired or does not cover the specific decorative stucco/cementitious finish issue set forth above or in the Limited Warranty, Buyer should not delay in having a qualified professional repair the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless, the Indemnified Parties from and against all Claims in connection with the decorative stucco/cementitious finish due to Buyer’s actions, such fastening or attaching devices (e.g., patio covers, plant holders, awnings, TV dishes, and hose racks, etc.), or inactions, such as Buyer’s failure to inspect and/or maintain and promptly repair the decorative stucco/cementitious finish or failure to promptly provide Seller with notice of any decorative stucco/cementitious finish cracks covered by the Limited Warranty.

3. **Counterparts.** This Disclosure may be executed in counterparts, a complete set of which shall form a single Disclosure. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the electronic transmission of this Addendum to the other party.

4. **Conflicts.** In the event of any conflict between this Disclosure and the Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement.** The Agreement, together with this Disclosure and any other addenda and/or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Disclosure or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

ALTERNATIVE MEDIA DISCLOSURE STATEMENT AND BUYER’S CONSENT

THIS ALTERNATIVE MEDIA DISCLOSURE STATEMENT AND BUYER’S CONSENT (this “Statement and Consent”) is executed in conjunction with and, by this reference, incorporated into, the Purchase and Sale Agreement (the “Agreement”) dated as of the _____ day of _____, 20____ between _____ (collectively, “Buyer”) and Seller, as defined in the Agreement respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Statement and Consent to the Agreement shall be deemed to include references to this Statement and Consent and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Alternative Media.**

2.1 Seller has advised Buyer that the Prospectus, Declaration of Condominium and other documents (collectively, the “Condominium Documents”) filed with the Division of Florida Condominiums, Timeshares and Mobile Homes (“Condominium Division”) are available to be provided to Buyer either (i) in printed paper form, or (ii) by electronic delivery (“Email”), in the form of a CD or through the following cloud-based file sharing website: _____ and then, if applicable, selecting the folder respecting the Condominium Association named in the Agreement (herein called the “Alternative Media”). Seller has further advised Buyer that, in order for Buyer to view the Condominium Documents provided in the form of the Alternative Media, Buyer must have the following equipment with the following specifications:

- 2.1.1 **Operating System:**

2.1.1.1 **Windows:** Windows Server 2008 R2 (64 bit), 2012 (64 bit), or 2012 R2 (64 bit); Windows 7 (32 bit and 64 bit), Windows 8 (32 bit and 64 bit), or Windows 10 (32 bit and 64 bit), Internet Explorer 7, 8, 9, 10, or 11; Firefox ESR; Chrome; or

2.1.1.2 **Mac OS:** Intel® processor, Mac OS X v10.6.4, v10.7.2, or v10.8, 1GB of RAM, Safari 5.1 for Mac OS x v10.6.8 or v10.7.2; Safari 5.2 for Mac OS X v10.8; Safari 6.0 for Mac OS X v10.7.4 or v10.8.
- 2.1.2 **Memory:** 1GB of RAM
- 2.1.3 **Hard Drive:** 350MB of available hard-disk space
- 2.1.4 **Processor Speed:** 1.5GHz or faster processor
- 2.1.5 **Printer Requirements:** Any PCL or Postscript compatible printer that is connected to the computer.
- 2.1.6 **Software:** Adobe Acrobat Reader DC or above (available from <http://www.adobe.com/reader>).
- 2.1.7 **Browsers:** Cloud-based file sharing websites can be accessed via Chrome, Internet Explorer, Mozilla Firefox or Microsoft Edge.

- 2.2 Buyer should not select Alternative Media unless Buyer will have the means to read the documents contained in the Alternative Media before the expiration of the 15-day cancellation period provided for in Section 27 of the Agreement.
- 2.3 Seller has given Buyer a choice of receiving the Condominium Documents in the form of either printed paper or the Alternative Media. By checking ☒ one of the boxes below and initialing below the selected text, Buyer hereby elects to receive the Condominium Documents in the following format:

2.3.1 ☐ Buyer elects to receive the Condominium Documents in printed form. Buyer acknowledges and agrees that if the Condominium Documents are not returned upon termination of the Agreement prior to Closing, Seller shall be entitled to charge \$75.00 to Buyer to defray Seller’s cost and expenses resulting from the preparation, printing and delivery of the Condominium Documents.

Buyer’s Initials _____

2.3.2 ☐ Buyer elects to receive the Condominium Documents in the form of Alternative Media by Email, CD or the cloud-based file sharing website: _____.

Buyer’s Initials _____

3. **Buyer’s Consent to Receive Future Documents by Email.** Seller has given Buyer a choice of receiving (i) all supplements, additions, amendments or modifications to the Condominium Documents hereafter filed with the Condominium Division, and (ii) all future Addenda, Amendments and Riders to the Agreement (collectively, the “Future Documents”) in the form of either printed paper or by Email. By checking ☒ one of the boxes below, Buyer hereby elects to receive all Future Documents in the following format:
- 3.1 ☐ Buyer elects to receive all Future Documents in the form of printed paper.

3.2 ☐ Buyer elects to receive all Future Documents by Email.

If Buyer selects option 3.2 above, such Future Documents shall be sent to Buyer via Email to Buyer’s e-mail address(es) specified on page 1 of the Agreement (“**Email Address(es)**”) unless Seller has received written notice from Buyer of any change in Email Address(s) prior to the date any such Future Documents are sent. Buyer’s failure to receive any Future Documents because Buyer has failed to advise Seller of any changes of Email Address(es) shall not operate to extend or reinstate any rights of the Buyer to cancel or rescind the Agreement pursuant to its terms or the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes or forgive any failure to perform Buyer’s obligations under the Agreement. Buyer further acknowledges that Buyer shall be responsible for having the versions of software necessary to read the Future Documents that Seller sends to Buyer by Email (e.g., Microsoft Word, Microsoft Excel and Adobe Acrobat reader) for proper electronic retrieval. Buyer consents to such electronic delivery freely and voluntarily.

3.3 **Buyer’s Authorization for the Use of Buyer’s Email Address(es).** Buyer hereby further authorizes Seller to use Buyer’s Email Address(es) for ongoing communications with Seller prior to, from and after the Closing, including, without limitation, the delivery of Future Documents and notices of Closing. Buyer understands that Buyer’s authorization will remain in effect until Buyer’s consent is revoked. Buyer may revoke this consent at any time by mailing notice of such revocation to Seller via registered or certified mail, or by personally delivering such revocation to Seller. Revocation of this consent is not effective until received by Seller.

4. **Counterparts.** This Statement and Consent shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the electronic transmission of this Statement and Consent to the other party.

5. **Conflicts.** In the event of any conflict between this Statement and Consent and the Agreement, this Statement shall control. In all other respects, the Agreement shall remain in full force and effect.

6. **Entire Agreement.** The Agreement, together with this Statement and Consent and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Statement and Consent or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER:
_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

COOPERATING BROKER AGREEMENT
NET COMMISSION

THIS COOPERATING BROKER AGREEMENT (this “**Agreement**”) is made and entered into effective as of the _____ day of _____, 20____, between _____ (“**Cooperating Broker**”), _____ (collectively “**Buyer**”) and Seller, as defined in the Purchase and Sale Agreement, respecting Lot _____ of Block _____ of _____ Subdivision/Plat in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in that certain Purchase and Sale Agreement, by and between Buyer and Seller, dated as of _____, 20__ (“**Purchase and Sale Agreement**”).
2. **Cooperating Broker.** Notwithstanding anything contained in the Agreement to the contrary, Seller and Cooperating Broker acknowledge that Buyer has dealt with the following brokerage firm in connection with the purchase of the Property (“**Cooperating Broker**”):

Name of Cooperating Broker (Full Legal Name): _____

Address: _____

Business Phone: _____ Business Fax: _____

Entity Type (Check One):

[] Individual/Sole Proprietor/Single-member LLC

[] C Corporation [] S Corporation [] Partnership [] Trust/estate

[] LLC. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership): _____

[] Other: _____

Taxpayer Identification Number of Cooperating Broker (TIN): _____

Name of Sales Associate of Cooperating Broker: _____

Telephone: _____ Cellular Phone: _____

Email Address: _____ Sales Associate License No.: _____

Date of Registration: _____

Seller agrees to pay Cooperating Broker, at Closing, a commission in the amount of _____ percent (____%) of the **Total Purchase Price**, which is equal to the Total Purchase Price shown on the Purchase Price and Payment Addendum, as amended from time to time (“**PPPA**”) less Seller Assistance (as defined below) (the “**Net Commission**”), subject however to the terms and conditions (i) of the Lender’s Seller contribution limit requirement, and (ii) set forth below and in the Broker Participation Policy (“**Participation Policy**”). “**Incentive**” shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller, in connection with Buyer’s purchase of the Property, including, without limitation, any reduction or discount in the Total Purchase Price, Base Purchase Price, Homesite Premium; and/or Options, Upgrades and/or Extras. “**Seller Assistance**” shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller, in connection with Buyer’s purchase of the Property, including, without limitation credit for or contribution toward Closing Costs; payment of or contribution toward assessments or capital contributions charged by any homeowner’s association or Seller; payment of or contribution toward homeowner’s casualty or liability insurance, and/or lease payments; financing incentive such as payment of buy down fees to the Lender; and retail value of any gift to Buyer. **The parties hereto agree that the amount of the Commission shall not exceed the aggregate sum of compensation that Buyer has agreed to pay Cooperating Broker pursuant to the broker agreement between Buyer and Cooperating Broker (“BBA”). If the Commission is greater than the compensation payable pursuant to the BBA, then the Commission payable pursuant to the terms hereof will automatically be reduced to equal the sum payable for compensation pursuant to the BBA.** **[**OPTION 1** In addition, Seller agrees to pay Cooperating Broker, at Closing, a bonus (“**Bonus**”) in the amount of \$ _____ **[**AND/OR**]** percent (____%) of the Total Purchase Price less Seller Assistance.**] **[**OPTIONAL CONTINGENCY TO OPTION 1** The Bonus is subject to the Property closing on or before _____, 20__; notwithstanding the foregoing and subject to Section 4.2 of the Purchase and Sale Agreement, if the Purchase and Sale Agreement is contingent upon the Buyer obtaining mortgage loan financing to complete the purchase of the Property, Seller shall agree to postpone the closing date identified in this paragraph to the extent such postponement is required in order for Buyer’s Lender to meet any waiting period required under the Consumer Financial Protection Bureau’s TILA-RESPA Integrated Disclosure Rule and, in such event, Cooperating Broker shall remain entitled to the commission or bonus**]

No commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Net Commission shall not be deemed earned unless and until the Closing occurs and Buyer has made the full payment to Seller for the Property, in cleared funds, as required by the Purchase and Sale Agreement. Net Commission will be paid only to Cooperating Broker listed above directly and only if Cooperating Broker has provided a valid Taxpayer Identification Number and federal tax classification. Cooperating Broker agrees that it shall look to Buyer for any other commission due to Cooperating Broker that is in excess of the Net Commission payable by Seller pursuant to this Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property. Notwithstanding the foregoing, Seller agrees to pay any and all commissions due to Seller's New Home Consultants working in Seller's sales office.

3. **Sales Associate of Cooperating Broker.** By signing below, sales associate or designated agent of Cooperating Broker ("**Sales Associate**") agrees, on behalf of himself/herself and on behalf of Cooperating Broker, to the terms of this Agreement. **Without limiting the foregoing, Sales Associate agrees that Seller's sole responsibility hereunder is to pay the Net Commission to Cooperating Broker in the manner described above.** Any other amounts payable to Sales Associate and/or Cooperating Broker shall be the sole responsibility of Buyer, if provided for in a separate agreement between Cooperating Broker and Buyer. In addition, Sales Associate hereby personally represents and warrants that Sales Associate has full power and authority to execute and deliver this Agreement on behalf of Cooperating Broker and that such execution of this Agreement on behalf of Cooperating Broker has been duly authorized by all necessary and proper corporate action of Cooperating Broker.

4. **Participation Policy.** By signing this Agreement, Sales Associate acknowledges that Sales Associate has read and agrees, on behalf of such Sales Associate and Cooperating Broker, to comply with the terms and conditions in the Participation Policy set forth below. This Agreement shall be null and void if Seller determines, in its absolute discretion, at any time before Closing that Sales Associate and/or Cooperating Broker has/have violated the terms of the Participation Policy. The Participation Policy follows:

4.1 In order for Cooperating Broker to receive a commission in connection with the sale of real property, the Cooperating Broker must be documented on Buyer's first interaction with a Lennar employee. This means that the Buyer must identify and register the Cooperating Broker: (i) when Buyer first contacts a Lennar employee about a home or community; (ii) when Buyer first discusses or is introduced to a community or home by Lennar's internet sales employees; (iii) when Buyer first visits a community; or (iv) when Buyer first attends a self-guided tour of a community, whichever is first to occur. A failure of a Buyer to register Cooperating Broker upon the initial communication with Lennar about any community will render Cooperating Broker ineligible for a Commission. Registration of a prospect by a Cooperating Broker is not sufficient for Cooperating Broker to be eligible for a Commission. Cooperating Broker, or Sales Associate, must also accompany the Buyer during Buyer's initial visit or initial self-guided tour of a home in a community. Cooperating Broker, Sales Associate or Buyer must provide Seller a copy of the BBA on or before the date the Purchase and Sale Agreement is executed by the Buyer and Seller. Cooperating Broker shall not be entitled to receive a commission in connection with the sale of real property in any Lennar community to such Buyer if (as shown by Lennar's tracking system or otherwise): (a) Buyer previously inquired about a community with a Lennar employee without identifying and registering the Cooperating Broker; (b) Buyer initially registered at a sales office and/or attended a self-guided tour of a community without registering and being accompanied by Cooperating Broker or Sales Associate; or (c) Cooperating Broker, Sales Associate, and Buyer fail to provide the BBA to Seller on or before the execution of the Purchase and Sale Agreement. The registration is effective for a period of sixty (60) days from the date of registration ("**Registration Period**"). Cooperating Broker may extend the Registration Period for an additional sixty (60) days by accompanying Buyer to the sales office for the community in person (or virtually if Buyer is not local) before the expiration of the initial Registration Period.

4.2 In addition, Cooperating Broker shall not be entitled to receive the Net Commission unless: (i) Buyer and Cooperating Broker or Sales Associate have executed this Agreement prior to or at the time Buyer contracts to purchase the Property, (ii) Buyer contracts to purchase the Property before the expiration of the Registration Period, and (iii) Buyer closes on the transaction pursuant to the Purchase and Sale Agreement for the Property. Cooperating Broker will not be paid the Net Commission if either Cooperating Broker or Sales Associate is a buyer under the contract to acquire the Property. Cooperating Broker will not be paid the Net Commission if either Cooperating Broker or Sales Associate is a relative or spouse of the Buyer. Cooperating Broker may not apply the Net Commission to reduce the Purchase Price or to cover closing costs or any other transaction related costs without the consent of Seller. This registration, or any extension thereof, does not protect Cooperating Broker or Sales Associate from another broker or sales associate registering the same Prospect in the Community. Seller will pay the Net Commission to Cooperating Broker, provided that the terms and conditions contained herein are satisfied and except as otherwise set forth above. In all cases, Sales Associate agrees to look solely to Cooperating Broker for payment of any commission. By way of example, if Sales Associate terminates his/her employment with a registered Cooperating Broker who is entitled to a commission pursuant to this Participation Policy, then payment of any commission shall be made to the Cooperating Broker and Sales Associate shall have no claim against Seller with respect to such commission.

4.3 Cooperating Broker and Sales Associate acknowledge that this Participation Policy, the registration forms, sign-up sheets and other incentives, contracts, or forms given to Prospects or buyers of homes are trade secrets of Seller. Cooperating Broker agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, damages, losses, costs and expenses of whatever nature or kind, including reasonable attorneys' fees, paraprofessional fees and costs relating to or arising out of any claim against Seller as a result of conduct or representations made by Cooperating Broker and/or Sales Associate. In the event that Seller must enforce or defend any of the terms and conditions of this Participation Policy, Seller shall be entitled to collect from Cooperating Broker reasonable attorneys' fees, paraprofessional fees and costs.

5. **Cooperating Broker Status, Duties and Prohibitions.** Sales Associate, on behalf of himself/herself and on behalf of Cooperating Broker, hereby represents, warrants and covenants as follows:

- _____

Sales Associate

Initials

5.1 Cooperating Broker is either (i) a licensed real estate broker in the State of Florida or (ii) is licensed in another jurisdiction and not performing any services in Florida in violation of Section 475.01(1)(a), F.S., and is serving as a single agent or transaction broker on behalf of Buyer in the purchase of the Property. Cooperating Broker agrees to provide Seller with a copy of its current and valid broker license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.
- _____

Sales Associate

Initials

5.2 Sales Associate is either (i) a licensed real estate broker or sales associate in the State of Florida or (ii) is licensed in another jurisdiction and not performing any services in Florida in violation of Section 475.01(1)(a), F.S., and is a designated agent of Cooperating Broker serving as a single agent or transaction broker on behalf of Buyer in the purchase of the Property. Sales Associate agrees to provide Seller with a copy of his or her current and valid broker or sales associate license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.
- _____

Sales Associate

Initials

5.3 Each of Cooperating Broker and Sales Associate shall comply with all requirements of applicable law as a single agent or transaction broker in their representation of Buyer in the purchase of the Property and will assist the parties with communication, interposition, advisement, negotiation, contract terms and closing.

6. **Acknowledgment by Broker.** This document supersedes any previous Registration Form filed by the Cooperating Broker or any of its agents or employees with the Seller, its agents or employees. Violation by the Cooperating Broker of any provision of this document will constitute a breach of this document by the Cooperating Broker and will, at the Seller’s election, void any obligation of the Seller to pay a commission or fee to the Cooperating Broker and will, at the Seller’s election, entitle the Seller to whatever remedies it may have at law or in equity.

7. **Acknowledgment by Buyer.** Buyer acknowledges and agrees that Cooperating Broker is the exclusive agent of Buyer.

8. **Governing Law.** This Agreement is governed by Florida law, without regard to its conflicts of law rules.

9. **Counterparts.** This Agreement shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Agreement electronically to the other party.

10. **Conflicts.** In the event of any conflict between this Agreement and the Purchase and Sale Agreement or any other addenda and/or riders, this Agreement shall control. In all other respects, the Purchase and Sale Agreement shall remain in full force and effect.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between Seller, Cooperating Broker and Sales Associate and shall not be altered, modified or amended unless such amendment is set forth in writing and signed by all parties to this Agreement.

COOPERATING BROKER:

_____, by its Sales Associate

By: _____

Print Name: _____

Date: __

SELLER:

_____,
a _____

By _____
Title: Authorized Representative
Date Signed by Seller: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

ENERGY ADDENDUM

THIS ENERGY ADDENDUM (this “**Addendum**”) is, by this reference, made part of the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Lot/Unit _____ of Block/Building _____ of _____ Subdivision/Plat/Condominium in the community known as _____ (the “**Community**”).

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Energy Claims.** In the marketing of the Home/Unit, certain verbal or written statements may have been made, including but not limited to statements contained in advertising and marketing material, relating to the energy efficiency, energy consumption, energy savings or energy costs of the Home/Unit. Buyer acknowledges that any such statements were estimates only and were developed by third parties based upon the design of the Home/Unit and/or various indices. Actual Home/Unit energy savings will vary due to, among numerous other factors, construction variances, floor plan, occupancy, appliance usage, thermostat settings, weather conditions, maintenance and orientation of the Home/Unit. Seller provides no guarantee of savings that will be achieved by each homeowner.
3. **HERS Index.** Based on an analysis of the home’s plans, a third party Home Energy Rater uses an energy efficiency software package to perform an energy analysis of the home’s design. This analysis yields a projected, pre-construction HERS (“**Home Energy Rating System**”) Index. The HERS Index is a scoring system established by the Residential Energy Services Network (“**RESNET**”) in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100, while a net zero energy home scores a HERS Index of 0. The lower a home’s HERS Index, the more energy efficient it is in comparison to the HERS Reference Home. Each 1-point decrease in the HERS Index corresponds to an estimated 1% increase in energy efficiency compared to the HERS Reference Home. For any home with a HERS Index rating, the Buyer understands and agrees that the rating is not to be construed as a guarantee of energy savings or consumption levels. Seller makes no representations or warranties regarding the accuracy of the HERS Index.
4. **Certification Program.** In connection with the sale of the Home/Unit, Seller may have used a third party to certify that the Home/Unit was designed to certain guidelines (“**Certification Program**”). Seller makes no representations or warranties regarding any aspect of the Certification Program. Buyer acknowledges that the third party estimate is based upon analytical methods and not necessarily testing of the Home/Unit.
5. **Counterparts.** This Addendum shall be validly executed when signed in counterpart; a complete set of which shall form a single document. Signatures may be given via electronic transmission and shall be deemed original and given as of the date and time of the transmission of this Addendum electronically to the other party.
6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized representative of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER:
_____,
a_____

By _____
Title: Authorized Representative
Date Signed by Seller:_____



Condominium Warranty

Dear Homebuyer(s):

Congratulations on the purchase of your new condominium unit ("Unit").

As part of Lennar's commitment to quality, value and integrity, your Unit is covered by a limited warranty as provided herein (also known as the "Lennar Limited Warranty" or "Limited Warranty").

The Lennar Limited Warranty pertaining to condominium units is limited solely to the requirements of Section 718.203, Florida Statutes ("Warranty Statute"), and as detailed in this document as to the scope of your Warranty coverage. Please take the time to become familiar with this Warranty document and read it in its entirety. It defines our responsibilities to you, and your responsibilities to your Unit. Please keep in mind that the proper maintenance of your Unit is vital, and if you do not perform the required maintenance on your Unit on a regular basis, it can and will limit your Warranty rights.

While we are confident that Lennar can resolve any Warranty items to your satisfaction, **you should be aware that this limited Warranty includes a requirement that all disputes be submitted to binding arbitration.**

Lennar is happy to answer any questions that you have about your Lennar Limited Warranty or specific construction standards and how they apply to your Unit. However, please know that the content of this Warranty Booklet controls Lennar's obligations to you and your Unit to the extent that there may be any differences between the content of this document and your conversations with any of our Lennar Associates.

Congratulations again - and enjoy your new Unit!

Express Limited Warranty: The “Lennar Limited Warranty”

Under the Lennar Limited Warranty, the seller of your Unit (“Lennar”) commits that the components of your Unit as well as certain common elements (“Common Elements”) of the condominium building(s) (“Building”) that will be shared by all unit owners will perform to the standards listed in this Warranty Booklet. Warranty claims made relating to the Common Elements shall be made by the condominium association (“Association”). Specific components of your Unit are covered for the periods as indicated herein, and Lennar’s obligations are expressly limited to those standards and for only those time periods as explained below. Please take the time to review the section titled “What Is Not Covered by The Lennar Limited Warranty” which lists those items excluded from the Lennar Limited Warranty. Unless otherwise provided in the Warranty Statute, the Lennar Limited Warranty commences on the date of closing of the original purchase of the Unit (the “Closing Date”). The protection periods provided below are referred to in the Lennar Limited Warranty as “Warranty Terms.”

Warranties Pertaining to the Unit and/or Common Elements

Pursuant to the Warranty Statute, Lennar provides the following warranties as set forth in the Standards and Exclusions contained this Warranty booklet. If a component is performing in accordance with the Standards and Exclusions, then Lennar has no further obligations under the Lennar Limited Warranty. Lennar reserves the sole right to determine the repairs and or replacements necessary to meet the Workmanship Standards. All of these warranties are conditioned upon routine maintenance being performed by the owner of the Unit. Please note that a limited number of items in the Workmanship Standards are subject to a one-time repair obligation:

1. **The Unit and Common Elements.** A warranty for fitness and merchantability for the intended purposes for a period of **three (3) years**, commencing as of the date of completion of the Building containing the Unit (the date of issuance of a certificate of occupancy by the governmental entity for the Building). Examples of the items which are covered are: (a) faucets; (b) carpet, wood, marble and tile flooring; (c) water heater (unless it only serves one unit); (d) HVAC system (unless it only serves one unit); (e) cabinets; (f) light fixtures; (g) sliding glass doors; (h) storm shutters; (i) bathtubs and shower enclosures and doors; (j) windows; (k) toilet/wax ring; and (l) bathroom exhaust fans. If you have a warranty claims pertaining to Common Elements they must be first communicated to the Association and the Association shall have the sole ability to file the claim relating to any Common Elements.
2. **Personal Property Transferred with the Unit.** A warranty for the same **period of time as covered under the manufacturers’ warranty, if any**, for the item(s) of personal property, commencing as of the date of closing or the date of possession, whichever occurs first. Examples of the items of personal property which are covered are: (a) washer/dryer; (b) oven; (c) garbage disposal; (d) refrigerator; (e) microwave; (f) dishwasher; (g) blinds/drapery; (h) water heater that serves only one unit; (i) HVAC system that serves one unit; and (j) any other appliance serving the unit. **Registration information for the manufacturers’ warranties, if any, will be provided in the Unit when possession of the Unit is provided to you.**
3. **Any Other Property Conveyed with the Unit.** A warranty for **one (1) year**, commencing as of the date of closing or the date of possession, whichever occurs first (this warranty is non-transferrable and ONLY applies to a direct purchaser of a Unit from Lennar).
4. **Structural and Building Components.** With respect to the roof and structural components of a Building or other improvements and as to mechanical, electrical, and plumbing elements serving a Building, except mechanical elements serving only one Unit, a warranty for a period beginning with the completion of construction of each Building and continuing for **3 years thereafter or 1 year after owners other than Lennar obtain control of the condominium Association**, whichever occurs last, but up to a maximum of 5 years. Examples of these components are: (a) roofing systems, shingles/tiles and tar paper; (b) structural components; (c) Building envelope; (d) electrical; (e) plumbing; (f) foundation systems and footings; (g) beams; (h) girders; (i) lintels; (j) columns; (k) load-bearing and non-load-bearing walls and partitions; and (l) brick, stucco, stone, siding or veneer and any other type of exterior cladding.

Transferability

All of your rights and obligations under the Lennar Limited Warranty shall, unless otherwise indicated by the Warranty Statute fully transfer to each successor owner of the Unit, including any mortgagee in possession, for the remainder of the applicable Warranty Term and any transfer shall in no way affect, increase or reduce the coverage under the Lennar Limited Warranty for its unexpired term. If you sell your Unit during the Warranty Term, you agree to give this Warranty Booklet to the successor owner to inform the successor owner of warranty rights and to otherwise make it possible for the successor owner to fulfill the successor owner’s obligations under the terms of the Lennar Limited Warranty. **If you are an owner other than the original purchaser of the Unit, you are bound by all the terms and conditions of the Lennar Limited Warranty including, but not limited to, claims procedures and the**

requirement to submit any disputes that may arise under the Lennar Limited Warranty to binding arbitration.

Requesting Lennar Limited Warranty Service

If you believe that a component of your Unit is not performing to the Lennar Limited Warranty standards during the applicable Warranty Term, you must send the appropriate Notice of Claim Form (located at this back of this booklet)("Notice of Claim") to Lennar.

The Notice of Claim must list the specific warranty claim and the date that you first observed the condition that is the subject of the claim. You must notify Lennar of any observed component that you believe is not performing to Lennar Limited Warranty standards as soon as possible and in no event later than the date the applicable warranty expires, by sending the Notice of Claim to the appropriate Customer Care office.

We must receive your Notice of Claim prior to the expiration of the applicable warranty terms or we will have no further obligation to you under the Lennar Limited Warranty. Lennar is not responsible for repairs or any other costs or expenses (including, but not limited to, attorneys’ fees and engineers’ fees) incurred by you prior to the date you give Lennar a Notice of Claim. In the event that you fail to notify Lennar or fail to provide an opportunity to inspect and repair the conditions giving rise to your claim, Lennar will not be responsible for any repairs or any other costs or expenses (including, but not limited to, attorneys’ and engineers’ fees) you incur to address the claim.

We will respond to a timely Notice of Claim within thirty (30) days and complete any warranted repairs within sixty (60) days of receipt of your written Notice of Claim unless (i) you or other events beyond our reasonable control delay our completion (including a failure to allow prompt inspections of your Unit), or (ii) the condition reasonably requires more than sixty (60) days to properly repair. If we determine that any of the items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) days of our determination of no coverage.

Additional time may be required for us to assess structural claims and evaluate our response. As such, we will respond to any Notice of structural claim within (60) days of receipt of the written Notice of Structural Claim unless events beyond Lennar’s control delay its response (including a failure to allow prompt inspections of your home). Additional time may be required to investigate, design, implement and/or complete structural repairs beyond (60) days. If we determine that any of the Structural items you report to us are not covered by the Lennar Limited Warranty, we will endeavor to advise you in writing within thirty (30) days of our determination of no coverage.

Investigation of claims often requires inspection of the Unit, and under certain circumstances, invasive testing might be needed. We may request additional documents or information from you, as well as the notice and consent of the other unit owners located in the Building, and you agree as part of the Lennar Limited Warranty to fully cooperate with the investigation of your claim. By submitting a Notice of Claim, you agree to grant Lennar and/or its representatives prompt and complete access to your Unit during normal business hours of 8 a.m. to 5 p.m. to inspect, repair and conduct tests in your Unit as we may deem necessary. If you refuse to allow us access to your Unit, such denial of access shall void the Lennar Limited Warranty with respect to your claim.

Lennar reserves the option to repair, replace or pay you the reasonable cost of repair or replacement for any warranted and covered claim. Prior to Lennar undertaking repairs, replacement or payment, you agree to assign to Lennar all claims you may have against any other person or entity who Lennar or you believe may have any responsibility associated with the warranted and covered claim.

If you believe that we have not met our obligations under the Lennar Limited Warranty, you may seek resolution of any claim you may have pursuant to the mediation/arbitration provisions set forth in the following section of the Warranty Booklet.

Mediation/Arbitration of Disputes

The terms “Buyer” and “Seller” as used in this section of your warranty shall have the same meaning as set forth in your Purchase and Sale Agreement. By purchasing a Lennar Unit and receiving this warranty, Buyer specifically agrees that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. **“Disputes”** (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, your Purchase and Sale Agreement, the Unit, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller’s representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer’s children or other occupants of the Unit, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Unit with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

Any and all mediations commenced by Buyer and Seller shall be filed with and administered by the American Arbitration Association or any successor thereto (“**AAA**”) in accordance with the AAA’s Unit Construction Mediation Procedures in effect on the date of the request. If there are no Unit Construction Mediation Procedures currently in effect, then the AAA’s Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA’s Unit Construction Arbitration Rules in effect on the date of the request. If there are no Unit Construction Arbitration Rules currently in effect, then the AAA’s Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of either Buyer or Seller, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller’s affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller’s contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

Unless otherwise recoverable by law or statute, each of Buyer and Seller shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if Buyer or Seller unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if Buyer or Seller fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

Seller supports the principals set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

Notwithstanding the requirements of arbitration stated in this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

The filing fees and case service fees for any claim pursued via arbitration shall be apportioned as provided in the Unit Construction Arbitration Rules of the AAA or other applicable rules. The fees of the arbitrator(s) shall be shared equally by the parties.

Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

What’s Not Covered By Your Lennar Limited Warranty

In addition to other limitations and exclusions set forth in this Lennar Limited Warranty and the accompanying Standards, the Lennar Limited Warranty does not provide coverage for the following items, which are specifically excluded:

1. Damage to any property, fixture, structure, improvement or appurtenance that was not constructed by Lennar. You shall be responsible for paying any costs required to remove such property, fixture, structure, improvement or appurtenance if Lennar deems it reasonably necessary to address a warranty claim.
2. Damage to land, landscaping (including sodding, seeding, shrubs, trees and planting), outbuildings, carports, or any other appurtenant structure or attachment to the dwelling, or other additions or improvement not a part of your Unit;
3. Loss or damage which arises while your Unit is being used primarily for nonresidential purposes;
4. Damages caused by changes in the level of the underground water table which were not reasonably foreseeable at the time of construction of your Unit;
5. Loss of use of all or a portion of your Unit;
6. This warranty shall only apply to any manufactured items to the extent that the such manufactured items are provided with a warranty from the manufacturer. Unless covered by a manufacturer’s warranty, appliances and items of equipment not covered by this limited warranty, include but are not limited to: air conditioning units, attic fans, boilers, burglar alarms, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, dryers, electric meters, electronic air cleaners, exhaust fans, fire alarms, fire protection sprinkler systems, freezers, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or motion lights not attached to the Unit, range hoods, ranges, refrigerators, sewage pumps, smoke detectors, solar collectors, space heaters, sump pumps, thermostats, trash compactors, washers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans. Please note that the Workmanship, Systems and Structural Standards include reference to some items covered by this paragraph but the inclusion of those items in the Workmanship, Systems and Structural Standards is not intended to limit this exclusion. **Any appliance or items of personal property shall only be covered by the Limited Warranty to the extent that said component is covered by the manufacturer’s warranty, if any.**
7. Any condition which has not resulted in actual physical damage to your Unit;
8. Any loss or damage that is caused or made worse by any of the following causes, whether acting alone or in sequence or concurrence with any other cause or causes whatsoever, including without limitation, negligence on the part of any person:
 - a. Negligence, defective material or work supplied by, or improper operation by, anyone including you or your family other than Lennar or its employees, agents or subcontractors, including failure to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
 - b. Change of the grading of the ground that alters the original grade or flow of water at your Unit, or does not comply with accepted grading practices;
 - c. Riot or civil commotion, war, vandalism, hurricane, tornado or other windstorm, fire, explosion, blasting, smoke, water escape, tidal wave, flood, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, mudslide, avalanche, earthquake, volcanic eruption or Acts of God;

- d.** Abuse of your Unit, or any part thereof;
 - e.** Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, radon, radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing;
 - f.** Your failure to minimize or mitigate any defect, condition, loss or damage as soon as practicable;
- 9.** Any loss or damage caused by buried debris (unless such debris was buried by Lennar or its employees, agents or subcontractors), underground springs, sinkholes, mineshafts or other subsurface anomalies;
 - 10.** Any request for warranty performance submitted after an unreasonable delay from notice of the condition or, in any event, later than thirty (30) days after the expiration of the applicable Warranty Term;
 - 11.** Conditions consistent with or caused by normal wear and tear, including normal wear and tear caused by weather and/or other environmental conditions;
 - 12.** Any condition caused by the homeowner's failure to properly maintain the Unit; or
 - 13.** Any and all exclusions set forth in the Workmanship, Systems and Structural Standards.

Limitations on Lennar Limited Warranty

Unit Owner Obligations. You are obligated to care for your Unit in such a way as to prevent or minimize damage to it and to properly maintain the Unit. You should be aware that all homes go through a period of settlement and movement. During this period, your Unit or components of your Unit may experience some material shrinkage, cracking and other events which are normal and customary. Remember that you are responsible for proper maintenance of your Unit.

Disclaimer of Implied Warranties. Except as prohibited by the Warranty Statute and other laws of the state in which the Unit is located, all other warranties, express or implied, including but not limited to any implied warranty of habitability, are hereby expressly disclaimed and waived. The terms of the Lennar Limited Warranty shall not be added to or varied either orally or in writing, and you agree to immediately notify Lennar if you believe any employee or agent of Lennar has added to or varied, either orally or in writing, the terms of the Lennar Limited Warranty. Such notification shall not be deemed as a modification of the agreement regardless of whether Lennar responds to the notice either verbally or in writing. In the event that any provision of the Lennar Limited Warranty is determined to be unenforceable in your state, such determination shall not affect the validity of the remaining provisions of the Lennar Limited Warranty.

Cap on Lennar Limited Warranty. Lennar’s total financial obligations under the Lennar Limited Warranty are limited to the original sales price of your Unit. This cap is calculated based on the cumulative total of all repairs, replacements or payments made during the Lennar Limited Warranty. Our costs of designing, accomplishing and monitoring repair to your Unit are included in this cumulate total.

Consequential Damages Not Covered. Lennar shall not be liable for, and you expressly waive recovery of, any consequential damages that may result from the condition of any component of the Unit, including but limited to: any diminution in value of the Unit before or after repairs are performed; lost profits; damages to personal property; any personal injury of any kind including physical or mental pain and suffering and emotional distress, and any medical or hospital expenses; costs of food, moving and storage, relocation expenses, or rental value of the Unit or any other costs due to loss of use, inconvenience or annoyance during repairs. Lennar will, however, reimburse you for reasonable costs of temporary hotel accommodations and a reasonable daily food allowance for such period of time that the repairs required by the claim are so extensive that you cannot reasonably reside in the Unit during the repairs.

Other Coverage. Lennar shall not be responsible for, and the Lennar Limited Warranty shall not cover, any damages, costs or expenses that are covered by your homeowners’ insurance or other insurance, government, or third party reimbursement programs. To the extent permitted by law, Buyer and Buyer’s insurance carrier waive any right of subrogation that Buyer or its insurance carrier may have in relation to any claim that may be made under this Warranty.

Not an Insurance Policy. The Lennar Limited Warranty is not an insurance policy and Lennar does not provide you any insurance through the Lennar Limited Warranty or otherwise. You should always obtain homeowner’s insurance to protect your Unit, and your bank or other mortgage provider may require homeowner’s insurance if you have a mortgage.

Discretion to Repair, Replace or Make Payment. Lennar reserves the option, at its sole discretion, to repair, replace or pay you the reasonable cost of repair or replacement for any claim made under this Lennar Limited Warranty. The design method and manner of any repair shall also be at Lennar’s sole discretion.

Warranty Terms Not Extended. The warranty terms of the Lennar Limited Warranty shall not be extended by any repair, replacement or payment made under the Lennar Limited Warranty. There shall be no warranty, express or implied, arising from repair or replacement work performed by or on behalf of Lennar except for the remaining original warranty term.

Limitations on Structural Repairs. Structural repairs are limited to only those (i) repairs of damage to load-bearing portions of your Unit that are necessary to restore their load-bearing function; (ii) repair of those non-load bearing portions damaged by the condition that gives rise to the claim and whose repair is necessary to make your Unit safe, sanitary or otherwise livable; and (iii) repair and cosmetic correction of only those surfaces, finishes and coverings, original to the Unit, that were damaged by the condition giving rise to the claim or by the repair of the condition giving rise to the claim.

Limitations on Post-Repair Condition of Unit. Repairs undertaken under the Lennar Limited Warranty are intended to restore the Unit to approximately the same condition as existed prior to the claim, but not necessarily to like-new condition.

Previously Known Conditions. The Lennar Limited Warranty covers only those conditions which first occur during the term of the Lennar Limited Warranty. In addition, any conditions you knew about prior to the Effective Date of Lennar Limited Warranty such as items identified in the “walk-through,” “punch-list,” or in the case of a previously owned Unit, conditions that were identified on a home inspection report or were apparent through any reasonable inspection are not covered by the Lennar Limited Warranty.

Lennar Workmanship, Systems and Structural Standards

The following Workmanship, Systems and Structural Standards have been developed and accepted by the residential construction industry in general. The following Standards are expressed in terms of required standards under the Lennar Limited Warranty. Lennar shall correct any condition that does not comply with these standards that occur within the applicable warranty term. Lennar will attempt to match and replace with Unit Owner’s original choice of colors and materials, except where Unit Owner custom-ordered the items. Lennar is not responsible for discontinued items, changes in dye lots, colors or patterns, or items ordered outside of the original construction and does not guarantee an exact match to any paint color or other finish.

Structural components covered by the Structural Standards set forth on the following pages shall only include:

- 1. Foundations systems and footings
- 2. Beams
- 3. Girders
- 4. Lintels
- 5. Columns
- 6. Roof sheathing
- 7. Load bearing walls and partitions
- 8. Roof framing systems
- 9. Floor systems

The following components are NOT covered under the Structural Standards set forth on the following pages:

- 1. Non-load bearing partitions and walls
- 2. Wall tile or paper
- 3. Plaster, laths or drywall
- 4. Flooring and sub-floor material
- 5. Brick, stucco, stone, siding or veneer
- 6. Any other type of exterior cladding
- 7. Roof shingles, roof tiles, sheathing, and tar paper
- 8. Heating, cooling, ventilating, plumbing, electrical and mechanical systems
- 9. Appliances, fixtures or items of equipment
- 10. Doors, trim, cabinets, hardware, insulation, paint, stains
- 11. Basement and other interior floating, ground-supported concrete slabs
- 12. Any item covered under the workmanship and systems standards

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Mechanical Systems
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Structural

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SITE WORK	
Grading	<p><u>Performance Standard:</u> Settling around foundation walls, utility trenches or other filled areas that exceeds a maximum of six-inches from finished grade established by Builder is considered a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Unit Owner/Association is responsible for removal and replacement of shrubs and other landscaping affected by placement of the fill.</p> <p><u>Exclusion:</u> Unit Owner/Association is responsible for establishing and maintaining adequate ground cover. Landscape altered by the Unit Owner voids the Warranty on settlement/grading.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Improper surface drainage	<p><u>Performance Standard:</u> Deficiency is limited to grades within 10 feet and swales within 20 feet of Unit. Standing or ponding water that remains in these areas for a period longer than 24 hours after a normal rain is considered a deficiency. In swales that drain from adjoining properties or where a sump pump discharges, water is not to remain in these areas for a period longer than 48 hours after a normal rain. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Builder is only responsible for initially establishing the proper grades, swales and drainage away from the Unit. The Unit Owner is responsible for maintaining such grades and swales once constructed by the Builder. Builder is not responsible for drainage deficiencies attributable to grading requirements imposed by state, county or local governing agencies.</p> <p><u>Exclusion:</u> Standing or ponding water outside of defined swales and beyond 10 feet from the foundation of the Unit or that is within 10 feet but is caused by unusual grade conditions, or retention of treed areas, is not considered a deficiency. Standing or ponding water caused by changes in the grade or placement of sod, fencing, or any other obstructions by Unit Owner is excluded from coverage.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Flowing or trickling water appears in interior crawl space surfaces (Claim to be made by Association)	<p><u>Performance Standard:</u> A crawl space that is not graded and drained properly to prevent surface run-off from accumulating deeper than 2 inches in areas 36 inches or larger in diameter is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Deficiencies caused by the 1) Unit Owner/Association improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation; 2) Unit Owner/Association allowing landscape plantings to interfere with proper drainage away from the foundation; or 3) Unit Owner/Association using the crawl space for storage of any kind are excluded from the Warranty.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Soil erosion	No coverage.
LANDSCAPE	
Landscape damage from warranty repairs (Claim to be made by Association)	<p><u>Performance Standard:</u> Landscape areas that are disturbed during repair work are deficiencies.</p> <p><u>Responsibility:</u> Restore grades, seed and landscape to meet original condition as reasonably possible. Builder is not responsible for grassed or landscaped areas which are damaged by others, including any work performed by public or private utility companies.</p> <p><u>Exclusion:</u> Replacement of trees and large bushes that existed at the time the Unit was constructed or those added by the Unit Owner or Association after occupancy or those that subsequently die are excluded from coverage.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
CONCRETE	
Basement or foundation wall cracks, other than expansion or control joints	<p><u>Performance Standard:</u> Cracks that allow water to enter through the basement or crawl space wall or seeping through the basement floor are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Deficiencies caused by the 1) Unit Owner/Association improperly modifying the existing grade or allowing water from an irrigation system to cause water to accumulate excessively under the foundation; 2) Unit Owner/Association allowing landscape plantings to interfere with proper drainage away from the foundation; or 3) Unit Owner/Association using the crawl space for storage of any kind are excluded from the Warranty. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Expansion/control joint separation	No coverage. Concrete slabs are designed to move at control joints, and such movement does not require corrective action.
Cracking of attached garage floor slab (if applicable)	<p><u>Performance Standard:</u> Cracks in attached garage floor slabs that exceed 1/4-inch in width or 1/4-inch in vertical offset are a deficiency.</p> <p><u>Responsibility:</u> Builder will take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Matching of concrete color or texture is not covered by the Warranty.</p>
Cracking of detached garage floor slab (if applicable)	No coverage.
Garage concrete floor has settled, heaved, or separated (if applicable)	<p><u>Performance Standard:</u> A garage floor that settles, heaves, or separates in excess of 1 inch from the foundation of the Unit is a deficiency.</p> <p><u>Responsibility:</u> Builder will take corrective action necessary to comply with the Standard.</p>
Cracks in attached patio slab and sidewalks	No coverage. Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and
Cracks in exterior concrete	No coverage. Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion and
Cracks in concrete on-grade floors, with finish flooring	<p><u>Performance Standard:</u> Cracks that rupture or significantly impair the appearance or performance of the finish flooring material are deficiencies.</p> <p><u>Responsibility:</u> Repair cracks as required so as not to be apparent when the finish flooring material is in place. Repair may include filling, grinding or use of a floor-leveling compound.</p> <p><u>Exclusion:</u> Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the Unit. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly.</p>
Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living	No coverage.
Cracks in visible face of foundation	No coverage.

Uneven concrete floor slabs	<p><u>Performance Standard:</u> Concrete floors in rooms finished for habitability by Builder that have pits, depressions or area of unevenness exceeding 3/8-inch in 4 feet are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Where applicable, surface patching is an accepted method of repair. Reinstall or replace any finish flooring material as necessary.</p> <p><u>Exclusion:</u> Basement floors or where a floor or a portion of a floor has been designed for specific drainage purposes are excluded from the Standard.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Interior concrete work is pitting, scaling or spalling	<p><u>Performance Standard:</u> Interior concrete surfaces that disintegrate to the extent that aggregate is exposed and loosened under normal conditions of use are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Builder is not responsible for deterioration caused by salt, chemicals, mechanical implements, or other factors beyond the Builder’s control. Color variations are not covered by the Warranty.</p>
Efflorescence is present on surface of basement floor	No coverage.
Separation of brick or masonry edging from concrete slab or step	<p><u>Performance Standard:</u> It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials. Cracks in excess of 1/4-inch are a deficiency.</p> <p><u>Responsibility:</u> Grout crack fully and reset loose masonry where required. Replacement of masonry material, if required, shall match the existing as closely as possible but Builder cannot guarantee an exact match.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Cracking, settling or heaving of stoops and steps	<p><u>Performance Standard:</u> Stoops and steps that have settled, heaved or separated in excess of 1 inch from Building are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to meet the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Water remains on stoops or steps after rain has stopped	<p><u>Performance Standard:</u> Water shall drain off outdoor stoops and steps. Minor amounts of water can be expected to remain on stoops and steps for up to 24 hours after rain.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to meet the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Concrete stair general standards	<p><u>Performance Standard:</u> Concrete stair steepness and dimensions, such as tread width, riser height, landing size and stairway width that do not comply with the Building Code are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Concrete stair handrail standards	<p><u>Performance Standard:</u> Handrails that do not remain securely attached to concrete stairs are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Handrails that do not remain securely attached because of ordinary wear and tear including but not limited to children sliding down the rail or otherwise playing on the rails is excluded.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Separation or movement of concrete slabs within the structure at construction and control joints	No coverage. Concrete slabs within the structure are designed to move at construction and control joints and are not deficiencies. The Unit Owner/Association is responsible for maintenance of joint material. Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will have a tendency to move or crack in the joint area.
Concrete block or poured concrete basement wall is bowed or out of plumb	<p><u>Performance Standard:</u> Basement walls that bow or are out of plumb greater than 1.5 inches per 8 feet when measured vertically on the wall are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>

Exposed concrete wall has holes in it	<p><u>Performance Standard:</u> Holes in walls that are larger than 1 inch in diameter or 1 inch in depth are considered a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Concrete has protruding objects	<p><u>Performance Standard:</u> Concrete slabs that have protruding objects, such as a nail, rebar or wire mesh are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Asphalt driveways	No coverage.
Masonry (brick) driveway settlement/shifting	No coverage.
Masonry driveway color variation	No coverage.
Cracks/chips in masonry driveway	<u>Performance Standard:</u> Cracks or chips in a masonry driveway caused by construction activities are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing. Unit Owner to notify Association. Warranty claim to be made by Association.
Negative slope driveway	<u>Performance Standard:</u> A driveway that has a negative slope is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Driveways with negative slope due to site conditions where the lot is below the road are not a deficiency. Unit Owner to notify Association. Warranty claim to be made by Association.
Pop-outs in exterior concrete	No coverage.
Surface scaling in exterior concrete	No coverage.
Water ponding on exterior concrete surfaces	No coverage.
Common area sidewalks	No coverage.
Exterior concrete paver surfaces	No coverage.
Exterior concrete finish	No coverage.
Protruding object in exterior concrete	<u>Performance Standard:</u> Exterior concrete that has protruding objects, such as a nail, rebar or wire mesh is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.
Concrete corners and edges	<u>Performance Standard:</u> Concrete corners and edges that are excessively damaged during construction activities are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
MASONRY	
Cracks in masonry, brick or stone veneer	<u>Performance Standard:</u> Small hairline cracks resulting from shrinkage are common in mortar joints of masonry construction. Cracks greater than 1/4-inch in width are deficiencies. <u>Responsibility:</u> Builder will repair cracks greater than 1/4-inch by tuck pointing and patching. Repairs should be made near the end of the Warranty Term to allow Unit to stabilize and normal settlement to occur. <u>Exclusion:</u> Builder is not responsible for color variations between existing and new mortar. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.
Masonry wall bowed	<u>Performance Standard:</u> A masonry wall that bows in an amount equal to or in excess of 1 inch in 10 feet when measured vertically is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> This Standard does not apply to natural stone products. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Masonry broken, loose or deteriorated	<p><u>Performance Standard:</u> A masonry unit or mortar that is broken, loose or deteriorated is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Stained or dirty masonry	<p><u>Performance Standard:</u> Masonry that has dirt, stain or debris on the surface due to construction activities is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>
Gaps in masonry walls	<p><u>Performance Standard:</u> A gap between masonry and adjacent material equaling or exceeding 1/4-inch in average width that is not caulked is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Mortar obstructions	<p><u>Performance Standard:</u> Mortar that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Deficiencies caused by the Unit Owner putting any material into weep holes are excluded. Weep holes are an integral part of the wall drainage system and must remain unobstructed. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Mortar stain on exterior brick or stone	<p><u>Performance Standard:</u> Exterior brick and stone shall be free of mortar stains detracting from the appearance of the finished wall when viewed from 20 feet at closing.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>
Efflorescence is present on masonry or mortar surface	No coverage.
Cracking or spalling of stucco and cement plaster	<p><u>Performance Standard:</u> Hairline cracks in stucco or cement plaster are common especially if applied directly to masonry back-up. Cracks greater than 1/8-inch in width or spalling of the finish surfaces are deficiencies.</p> <p><u>Responsibility:</u> Scrape out cracks and spalled areas. Fill with cement plaster or stucco to match finish and color as close as possible.</p> <p><u>Exclusion:</u> The Builder will try to match the original stucco texture and color as closely as possible, but a perfect match is not covered by the Warranty. The Builder shall not be responsible for repairing cracks in stucco caused by the Unit Owner’s actions, including the attachment of devices to the stucco surface, such as, but not limited to, patio covers, plant holders, awnings and hose racks. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Separation at stucco joints	<p><u>Performance Standard:</u> A separation between a stucco surface and adjacent material that equals or exceeds 1/4-inch in width that is not caulked is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Separation of coating from base on exterior stucco wall	<p><u>Performance Standard:</u> Texture may become separated from the base stucco layer. Missing stucco texture greater than 1/8-inch is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder is not responsible for failure to match color or texture, due to the nature of the material.</p> <p><u>Exclusion:</u> Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by the Warranty. Unit Owner to notify Association. Warranty claim to be made by Association.</p>

Exposed lath	<p><u>Performance Standard:</u> Lath that is exposed is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Wall Texture mismatch	<p><u>Performance Standard:</u> Deviations, bumps or voids measuring over 1/4-inch per 4 feet, which are not part of the intended texture are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exemptions:</u> Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finishes. During repair, the Builder will try to match the original texture as closely as possible, but a perfect match is not covered by the Warranty.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Stucco color mismatch	No coverage. Stucco/Cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity and curing. The Builder will try to match stucco/ cementitious finish color as closely as possible, but a perfect match is not covered by the Warranty.
Surface staining	No coverage. The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by the Warranty.
Stucco/cementitious finish appears wet	No coverage. The surface is a porous cement product and designed to become saturated with moisture. It will, therefore, appear wet long after rain has stopped. This is a normal condition and is not covered by the Warranty.
Stucco finish imperfections	<p><u>Performance Standard:</u> Stucco surfaces that have imperfections that are visible from a distance of 10 feet under normal lighting conditions and that disrupt the overall uniformity of the finished pattern are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Stucco deteriorates excessively	<p><u>Performance Standard:</u> Stucco that deteriorates excessively is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Deterioration caused by Unit Owner allowing water from irrigation system to contact stucco excessively is not covered.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Stucco bowed, uneven or wavy	<p><u>Performance Standard:</u> Stucco walls that bow in excess of 1.5 inches in 10 feet measured vertically is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Stucco screed	<p><u>Performance Standard:</u> A stucco screed that does not have a minimum clearance of at least 4 inches above the soil or landscape surface and at least 2 inches above any paved surface is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Deficiencies due to Unit Owner-altered landscape are not covered.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Stucco obstructs opening	<p><u>Performance Standard:</u> Stucco that obstructs a functional opening, such as a vent, weep hole or plumbing cleanout is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Course of masonry or veneer not straight	No coverage.
Exterior cut bricks are of different thickness below openings	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
CARPENTRY/FRAMING	
Floors squeak, due to improper installation or loose subfloors	<p><u>Performance Standard:</u> Loud and objectionable squeaks caused by improper installation or loose subfloor are deficiencies, but a totally squeak-proof floor cannot be guaranteed.</p> <p><u>Responsibility:</u> Builder will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor and ceiling finishes. Floor squeaks may occur when a subfloor that has come loose from the joists is deflected by the weight of a person and rubs against the nails that hold it in place. Squeaks may also occur when one joint is deflected while the other members remain stationary. Because the Standard requires the Builder to make a reasonable attempt to eliminate squeaks without requiring removal of all floor and ceiling finishes, nailing loose subflooring with casing nails into the carpet surface and countersinking the head is an acceptable practice.</p>
Squeaking stair riser or tread	<p><u>Performance Standard:</u> Loud squeaks caused by a loose stair riser or tread are deficiencies, but totally squeak-proof stair risers or treads cannot be guaranteed.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Gaps exist between interior stair railing parts	<p><u>Performance Standard:</u> Gaps between interior stair railing parts that exceed 1/8-inch in width are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Interior stair railing lacks rigidity	<p><u>Performance Standard:</u> Interior stair railings that are not attached to structural members in accordance with applicable codes are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p>
Interior stair tread deflects too much	<p><u>Performance Standard:</u> An interior stair tread that deflects in excess of 1/8-inch at 200 pounds force is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Gaps exist between interior stair risers, treads, and/or skirts	<p><u>Performance Standard:</u> Gaps between adjoining parts that are designed to meet flush that exceed 1/8-inch in width are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p>
Uneven wood framed floors	<p><u>Performance Standard:</u> Sub-flooring that has excessive humps, ridges, depressions or slopes within any room that equals or exceeds 3/8- inch in any 32-inch direction is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Wood floor is out of square	No coverage.
Wood floor is out of level	<p><u>Performance Standard:</u> If any point on the surface of a wood floor is more than 1/2-inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions, it is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Excessive deflection observed in floor or roof constructed of wood I-joists	<p><u>Performance Standard:</u> If All beams, joists, rafters, headers, and other structural members constructed of wood I-joists that are not sized, and fasteners spaced, according to manufacturer’s specifications for size, length, and spacing are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Bowed stud walls or ceilings	<p><u>Performance Standard:</u> All interior and exterior frame walls or ceilings have slight variations on the finish surfaces. Walls or ceilings that are bowed more than 1/2-inch within a 32 inch horizontal measurement; or 1/2-inch with any 8-foot vertical measurement are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Wood frame walls out of plumb	<p><u>Performance Standard:</u> Wood frame walls that are more than 3/8-inch out of plumb for any 32 inch vertical measurement are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Wood, concrete, masonry or steel columns are bowed or out of plumb	<p><u>Performance Standard:</u> Wood columns that are bowed in excess of 1/2-inch in 8 feet or out of plumb in excess of 1/8-inch in any 12 inches or 3/4-inch in 8 feet when measured from base to top of column are a deficiency.</p> <p>Concrete columns installed with a bow in excess of 1 inch in 8 feet are a deficiency. Concrete columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column, not to exceed 1.5 inches in 8 feet are a deficiency.</p> <p>Exposed concrete columns bowed or out of plumb in excess of 1 inch in 8 feet are a deficiency.</p> <p>Masonry columns installed out of plumb in excess of 1/4-inch in 12 inches when measured from the base to the top of the column not to exceed 1.5 inches in 8 feet are a deficiency.</p> <p>Masonry columns bowed or out of plumb more than 1 inch in 8 feet are a deficiency.</p> <p>Steel columns out of plumb in excess of 1/8-inch in 12 inches when measured from the base to the top of the column are a deficiency.</p> <p>Steel columns bowed or out of plumb in excess of 3/8-inch in 8 feet when measured vertically are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Exterior moisture barrier on wall	<p><u>Performance Standard:</u> An exterior moisture barrier that allows an accumulation of moisture inside the barrier is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Penetrations made by the Unit Owner through the exterior moisture barrier that permit the introduction of moisture inside the barrier are excluded. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Springiness, bounce, shaking, or visible sag is observed in floor or roof	<p><u>Performance Standard:</u> All beams, joists, rafters, headers and other structural members shall be sized and fasteners spaced according to the National Forest Products Association span tables or local building codes.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Wood beam or post is split	<p><u>Performance Standard:</u> Beams or post, especially those 2.5 inches or greater in thickness, will sometimes split as they dry subsequent to construction. Unfilled splits exceeding 1/4-inch in width and all splits exceeding 3/8-inch in width are deficiencies.</p> <p><u>Responsibility:</u> Builder shall repair or replace as required. Filling splits is acceptable for widths up to 3/8-inch.</p> <p><u>Exclusion:</u> Some characteristics of drying wood are beyond the control of the Builder and cannot be prevented. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Wood beam or post is twisted, bowed or cupped	<p><u>Performance Standard:</u> A non-structural post or beam having a warp or twist equal or exceeding 1 inch in 8 feet of length is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Split or warped rafters or trusses	No coverage. Some splitting or warping is normal and is caused by high temperature effects on lumber.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Exterior sheathing and subflooring which delaminates or swells	<p><u>Performance Standard:</u> Sheathing and subflooring delaminating or swelling on the side that the finish material has been applied is a deficiency.</p> <p><u>Responsibility:</u> Builder shall repair or replace subflooring or sheathing as required. Replacement of the finish materials, when necessary, shall be done to match the existing finish as closely as possible.</p>
Wood frame walls of Unit out of square	<p><u>Performance Standard:</u> The diagonal of a triangle with sides of 12 feet and 16 feet along the edges of the floor that is not 20 feet plus or minus 1/2-inch is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
INTERIOR TRIM	
Shelving	<p><u>Performance Standard:</u> The length of a closet rod shall not be shorter than the actual distance between the end supports in an amount equal to or exceeding 1/4-inch and shall be supported by stud-mounted brackets no more than 4 feet apart. The length of a shelf shall not be shorter than the actual distance between the supporting walls by an amount equal to or exceeding 1/4-inch and shall be supported by stud-mounted brackets no more than 4 feet apart. End supports shall be securely mounted.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Unsatisfactory quality of finished interior trim and workmanship	<p><u>Performance Standard:</u> Joints between moldings and adjacent surfaces that exceed 1/8-inch in width are deficiencies.</p> <p><u>Responsibility:</u> Repair defective joints and touch up finish coating where required to match as closely as possible. Caulking is acceptable.</p> <p><u>Exclusion:</u> Some separation due to lumber shrinkage is normal and should be expected. Separation of trim and moldings can be caused by lack of control of indoor relative humidity by Unit Owner and is not covered.</p>
Inside corner is not coped or mitered	<p><u>Performance Standard:</u> Trim edges at inside corners that are not coped or mitered are a deficiency. However, square edge trim may be butted.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Trim or molding miter edges do not meet	<p><u>Performance Standard:</u> Gaps between miter edges in trim and molding that exceed 1/4-inch at installation are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>
Interior trim is split	No coverage. Splits, cracks and checking are inherent characteristics of all wood products and are not considered deficiencies.
Hammer marks visible on interior trim	<p><u>Performance Standard:</u> Hammer marks on interior trim that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p> <p><u>Exemption:</u> Refinished or replaced areas may not match surrounding areas exactly.</p>
Exposed nail heads in woodwork	<p><u>Performance Standard:</u> After painting or finishing, nails and nails holes that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency.</p> <p><u>Responsibility:</u> Fill nail holes where required and, if necessary, touch up paint, stain or varnish to match as closely as possible. Builder’s responsibility is limited to deficiencies noted prior to closing.</p> <p><u>Exemption:</u> Nail holes do not have to be filled where the surface finish is not conducive or so designed to have nail holes filled because of the product. Nail holes in base and trim in unfinished rooms or closets do not have to be filled.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
THERMAL AND MOISTURE PROTECTION	
Leaks in basement or in foundation/crawl space (if applicable)	<p><u>Performance Standard:</u> Leaks resulting in actual trickling of water through the walls or seeping through the floor are deficiencies.</p> <p><u>Responsibility:</u> Take such corrective action as is necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of Unit Owner negligence. Where a sump pit has been installed by Builder in the affected areas but the sump pump was not contracted for or installed by Builder, no action is required until a properly sized pump is installed by the Unit Owner in an attempt to correct the condition. Should the condition continue to exist, then Builder shall take necessary action to correct the problem.</p> <p><u>Exemption:</u> Leaks caused by landscaping improperly installed by the Unit Owner/Association or failure by the Unit Owner/Association to maintain proper grades are excluded from Warranty Coverage. Dampness in basement and foundation walls or in concrete basement and crawl space floors is often common to new construction and is not a deficiency.</p> <p>Unless affecting the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Insufficient insulation	<p><u>Performance Standard:</u> Insulation that is not installed around all habitable areas in accordance with established local industry standards is a deficiency.</p> <p><u>Responsibility:</u> Builder shall install insulation of sufficient thickness and characteristics to meet the local industry standards. In the case of dispute, cost for investigating the sufficiency of insulation and restoring areas to prior condition is to be borne by Unit Owner if it is found that the standard has been met by Builder. Builder’s responsibility is limited to deficiencies noted prior to closing.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Sound transmission between rooms, floor levels, or from the street into Unit	No coverage.
Inadequate ventilation or moisture in crawl spaces	<p><u>Performance Standard:</u> Crawl spaces shall have adequate ventilation to remove moisture or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation.</p> <p><u>Responsibility:</u> Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation or properly sized louvers, vents, vapor barrier or other locally approved method of moisture control.</p> <p><u>Exclusion:</u> Temporary conditions may cause condensation in crawl spaces that cannot be eliminated by ventilation and/or vapor barrier. Night air may cool foundation walls and provide a cool surface on which moisture may condense. In Units that are left unheated in the winter, the underside of floors may provide a cold surface on which warmer crawl space air may condense. These and other similar conditions are beyond the Builder’s control. Maintaining adequate heat and seasonable adjustment of vents is the responsibility of the Unit Owner.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Inadequate ventilation or moisture control in attics or roofs	<p><u>Performance Standard:</u> Attics or roofs shall have adequate ventilation to remove moisture, or other approved method of moisture control. Ventilation or other moisture control methods shall be considered a deficiency if there is damage to supporting members or insulation due to moisture accumulation.</p> <p><u>Responsibility:</u> Builder shall investigate to determine cause, and make necessary repairs. Corrective action may include the installation of properly sized louvers, vents, vapor retarder or other locally approved method of moisture control.</p> <p><u>Exclusion:</u> The Unit Owner is responsible for keeping existing vents unobstructed. Locally approved and properly constructed “hot roof” or other alternative roof designs may not require ventilation, and where there is no evidence of moisture damage to supporting members or insulation, there are no deficiencies.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

Attic vents or louvers leak	<p><u>Performance Standard:</u> Attic vents and louvers that leak are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Infiltration of wind driven rain and snow are not considered leaks and are beyond the control of the Builder. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Bath or kitchen exhaust fans improperly vented into attic	<p><u>Performance Standard:</u> Bath or kitchen exhaust fans that are vented into attics causing moisture to accumulate resulting in damage to supporting members or insulation are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Kitchen or bath fans allow cold air infiltration	<p>No coverage. This is a normal condition beyond the Builder’s control.</p>
Water or air leaks in exterior walls due to inadequate caulking	<p><u>Performance Standard:</u> Joints and cracks in exterior wall surfaces and around openings that are not properly caulked to exclude the entry of water or excessive drafts are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> The Unit Owner must maintain caulking once the condition is corrected.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
SIDING	All warranty claims relating to Siding must be made by the Association.
Delamination, splitting or deterioration of exterior siding	<p><u>Performance Standard:</u> Any hardwood or composite siding that has delaminated (separated into layers) is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> The effects of improper Unit Owner maintenance, negligent damage caused by objects striking the siding and weathering are not covered by the Warranty.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Loose or fallen siding	<p><u>Performance Standard:</u> All siding that is not installed properly, which causes same to come loose or fall off is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Loose or fallen siding due to Unit Owners’ or Association’s actions or neglect, such as leaning heavy objects against siding, impact, or sprinkler systems repeatedly wetting siding is not a deficiency.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding is bowed	<p><u>Performance Standard:</u> Bows exceeding 1/2-inch in 32 inches are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. If replacement of siding is required, Builder will match the original material as closely as possible. Unit Owner should be aware that the new finish may not exactly match the original surface texture or color.</p> <p><u>Exclusion:</u> Bowed siding due to Unit Owner’s or Association’s actions or such as bowing caused by sprinkler system repeatedly wetting siding is not a deficiency. Impact, or sprinkler systems repeatedly wetting siding is not a deficiency.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding is cupped	<p><u>Performance Standard:</u> Siding cupped in an amount equal to or exceeding 1/2-inch in a 6-foot run is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Stained siding from nails	<p><u>Performance Standard:</u> Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies.</p> <p><u>Responsibility:</u> Builder shall correct by either removing stains, painting or staining the affected area one-time only during the Warranty Term. Builder shall match color and finish as closely as possible. Where paint or stain touch up affects the majority of the wall surface, the whole area shall be refinished.</p> <p><u>Exclusion:</u> “Natural weathering” or semi-transparent stains are excluded from coverage.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Siding joints separated	<p><u>Performance Standard:</u> Joint separations in siding exceeding 3/16-inch are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Filling with sealant is an acceptable repair.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Gaps between siding and trim	<p><u>Performance Standard:</u> Gaps between siding and moldings at trim pieces, miter joints or openings that exceed 1/4-inch are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding nails expose interior fiber	<p><u>Performance Standard:</u> Siding nails that are countersunk to expose the interior fibers of hardboard or cementitious composite siding are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Caulking and repainting is an acceptable repair.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Splits or knotholes in siding or trim	<p><u>Performance Standard:</u> Knotholes that expose the underlying sheathing or Building paper, or splits in exterior siding or trim wider than 1/8- inch are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding color or texture mismatch	<p><u>Performance Standard:</u> The Builder will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by the Warranty.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding finish faded	<p><u>Performance Standard:</u> Any colored siding will fade when exposed to the sun. This is a normal condition. If a particular piece of siding that becomes excessively faded in contrast to similarly exposed siding, it is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding/trim wood rot	<p><u>Performance Standard:</u> Some warping, cupping, splitting or rotting of wood can be expected. Excess warping, cupping, splitting or rotting of wooden members is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
“Bleeding” through siding paint	<p><u>Performance Standard:</u> Resins and extractives “bleeding” through the paint are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. Effects of improper Unit Owner/Association maintenance, negligence, physical damage or weathering are not covered by the Warranty.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

Unsatisfactory quality of finished exterior trim and workmanship	<p><u>Performance Standard:</u> Joints between exterior trim elements and siding which are in excess of 1/4-inch are deficiencies. In all cases, the siding shall be capable of performing its function to exclude the elements.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Caulk open joints between dissimilar materials.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Loose exterior trim	<p><u>Performance Standard:</u> Trim that has separated from the Building by more than 1/4-inch is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> The Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer’s wind limits. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Protruding nails in exterior trim	<p><u>Performance Standard:</u> Trim with nails that completely protrude through the finished surface of the trim is a deficiency but nail heads may be visible on some products.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Some products specify that the nails be flush with the trim surface. When these products are used, visible nail heads are not considered protruding nails as long as they are painted over. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Nail stains in exterior trim	<p><u>Performance Standard:</u> Nail stains exceeding 1/2-inch in length and visible from a distance of 20 feet are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Exterior trim board cupped	<p><u>Performance Standard:</u> Exterior trim and eave block that cups in an amount equal to or in excess of a 1/4-inch in a 6-foot run is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Exterior trim board twisted	<p><u>Performance Standard:</u> Bows and twists in trim board exceeding 3/4-inch per 8 feet are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Exterior trim is split	<p><u>Performance Standard:</u> Exterior trim and eave block with cracks or splits equal to or in excess of 1/8-inch in average width are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding is not installed on a straight line	<p><u>Performance Standard:</u> Any piece of lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding is buckled	<p><u>Performance Standard:</u> Siding that projects more than 3/16-inch from the face of adjacent siding is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Siding is wavy	<p><u>Performance Standard:</u> Some waviness in lap siding is to be expected because of bows in studs. Thermal expansion waves or distortions in aluminum or vinyl lap siding, sometimes called oil canning, are considered deficiencies if they exceed 1/2-inch in 32 inches.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Unit Owner to notify Association. Warranty claim to be made by Association.</p>

Aluminum or vinyl lap siding trim is loose from Building	<p><u>Performance Standard:</u> Trim that is separated more than 1/4-inch from the Building is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Aluminum or vinyl lap siding courses are not parallel with eaves or wall openings	<p><u>Performance Standard:</u> Any piece of aluminum or vinyl lap siding more than 1/2-inch off parallel in 20 feet with contiguous courses, or contiguous break such as a soffit line, is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Aluminum or vinyl lap siding nail shows under window, door, or eave	<p><u>Performance Standard:</u> Facing nails that do not match the color of the trim they affix are deficiencies. Nail heads in the field of the siding that are exposed are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Aluminum or vinyl lap siding trim accessory is loose from caulking at windows or other wall openings	No coverage.
Aluminum or vinyl lap siding is not cut tight to moldings	<p><u>Performance Standard:</u> Gaps between siding and moldings that exceed 1/4-inch are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> The consumer and contractor may agree to disregard standard to match conditions on structure.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Aluminum or vinyl lap siding is cut crooked	<p><u>Performance Standard:</u> Visible cuts in siding shall be straight, plumb, and neat. Crooked cuts greater than 1/8-inch from true are a deficiency.</p> <p><u>Responsibility:</u> Gaps shall comply with the manufacturer’s guidelines unless the existing Building is out of square or out of plumb. Cut edges of vinyl siding should always be covered by trim or receiving channels and should not be visible. Cuts should be made so that when properly installed in trim, edges are not visible.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

ROOF	All warranty claims relating to the roof must be made by the Association.
Water trapped under roofing membrane	<p><u>Performance Standard:</u> Any blister larger than 12 inches is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Roof or flashing leaks	<p><u>Performance Standard:</u> Roof and flashing leaks that occur under normal weather conditions are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Leaks caused by debris or ice accumulation are considered part of routine Unit Owner/Association maintenance and are not covered by the Warranty.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Roof shingles have blown off	<p><u>Performance Standard:</u> Shingles shall not blow off in wind less than the manufacturer’s standards or specifications.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Shingles that blow off in winds less than the manufacturer’s specifications due to a manufacturing defect are the manufacturer’s responsibility. Shingles that blow off in hurricanes, tornadoes, hailstorms, or winds including gusts greater than 60 miles per hour, are not deficiencies. Unit Owner/Association should consult the manufacturer’s warranty for specs, standards and warranty responsibility in higher wind speeds.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

Lifted, torn, curled or otherwise defective shingles	No coverage. Manufacturing defects in shingles are not covered under the Warranty. The Unit Owner/Association should consult the manufacturer’s warranty for specs, standards, and manufacturer’s warranty responsibility.
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Mildew, algae and moss on roofs	No coverage. The growth of mildew, algae and moss on roof surfaces is caused by the accumulation of dust and considered the responsibility of the Unit Owner/Association to conduct proper routine maintenance. The growth of mildew, algae and moss on roof surfaces is not covered under the Warranty.
Roof tile efflorescence	No coverage. Efflorescence is a temporary surface condition that causes a white chalky substance to form on concrete products. It is not uncommon for efflorescence to form on roof tiles, as it is a common condition for all concrete products. Efflorescence will eventually wash away with rain and, therefore, is not covered under the Warranty.
Roofing shingles or tiles not aligned	No coverage. Shingles and tiles are installed to withstand a maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect.
Shading or shadowing pattern	No coverage. Shading or shadowing on roofing materials is caused by the differences in product color installed in a specific area. The Builder will try to minimize shading deviations by mixing the tiles and shingles during installation, but uniform shading or shadowing is not covered by the Warranty.
Roof tile color variations	No coverage. Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles should be expected. Because shade variations are normal and expected from weather, oxidation or air pollutants, color variations in roof tiles are not covered by the Warranty.
New roofing products do not match existing	No coverage. The color and texture of new roofing components used to repair existing roofing components may not match due to weather or manufacturing variations. For any repair or replacement of roofing components, the Builder will try to match the texture and color of existing roofing components as closely as possible, but a perfect color match is not covered by the Warranty.
Interior water damage from ice-damming	<u>Performance Standard:</u> Ice-damming causing leaks into living areas because of incorrectly installed insulation is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> No action is required if the condition is caused by swings of freezing and thawing in the weather.
Loose or cracked tiles or shingles	<u>Performance Standard:</u> A roof tile that is cracked or broken is a deficiency. A shingle that is broken so that it detracts from the overall appearance of the Building is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Deficiencies caused by Unit Owner/Association conduct, specifically including, damage caused by Unit Owner’s/Association’s installation technicians. Builder’s responsibility is limited to deficiencies noted prior to closing. Unit Owner to notify Association. Warranty claim to be made by Association.
Standing water on built-up roofs	<u>Performance Standard:</u> Water that does not drain from a flat or low pitched roof within 24 hours of a normal rainfall is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Minor ponding or standing of water is not considered a deficiency. Minor ponding shall not exceed 3/8-inch. Unit Owner to notify Association. Warranty claim to be made by Association.
Miscellaneous roof water infiltration	<u>Performance Standard:</u> Exterior moisture barrier of the roof that allows moisture penetration is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Penetrations through exterior moisture barrier of the roof made by the Unit Owner. Unit Owner to notify Association. Warranty claim to be made by Association.

Roofing is blistered but does not admit water	<u>Performance Standard:</u> No coverage. Surface blistering of roll roofing is caused by unusual conditions of heat and humidity acting on the asphalt and cannot be controlled by the Builder.
Roof ridge beam deflects	<u>Performance Standard:</u> Roof ridge beam deflection greater than 1 inch in 8 feet is considered a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Roof or ceiling rafter bows	<u>Performance Standard:</u> Rafters that bow greater than 1 inch in 8 feet are considered a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.
Roof sheathing is wavy or appears bowed	<u>Performance Standard:</u> Roof sheathing that bows more than 1/2-inch in 2 feet is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.
Ice builds up on the roof	No coverage. During prolonged cold spells, ice is likely to build up at the eaves of a roof. This condition can naturally occur when snow and ice accumulates.
Asphalt shingles do not overhang edges of roof, or hang too far over edges of roof	<u>Performance Standard:</u> Asphalt shingles shall overhang roof edges by not less than 1/4-inch, and not more than 3/4-inch unless the manufacturer’s standards/specifications indicate otherwise. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.
Asphalt shingles have developed surface buckling	<u>Performance Standard:</u> Asphalt shingle surfaces need not be perfectly flat. Buckling higher than 1/4-inch is considered a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.
Sheathing nails have loosened from framing and raised asphalt shingles	<u>Performance Standard:</u> Nails that loosen from roof sheathing to raise asphalt shingles from surface are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.
Roofing nails are exposed at ridge of roof	<u>Performance Standard:</u> Nail heads shall be sealed to prevent leakage. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. Unit Owner to notify Association. Warranty claim to be made by Association.
Holes from walk boards are visible in asphalt shingles	<u>Performance Standard:</u> Holes from walk boards shall be flashed and sealed below the asphalt shingle tab to prevent leakage. If patch is visible from ground, the shingle should be replaced. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.
Existing roof shingles telegraphing through new asphalt shingles	No coverage.
Water is trapped under roll roofing	<u>Performance Standard:</u> Water that becomes trapped under roll roofing is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unit Owner to notify Association. Warranty claim to be made by Association.

Gutter and downspouts leak	<p><u>Performance Standard:</u> Leaks at connections of gutters and downspouts are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Unit Owner is responsible for keeping gutters and downspouts clean. Gutter may overflow during heavy rains provided proper care is taken by the Unit Owner/Association to clear debris, snow and ice.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Water remains in gutters after a rain	<p><u>Performance Standard:</u> Small amounts of water may remain in some sections of gutter for a short time after a rain. Standing water in gutters that exceeds 1/2-inch in depth is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Unit Owner/Association is responsible for keeping gutters and downspouts free from debris that would obstruct drainage.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
DOORS AND WINDOWS	
Warpage of interior or exterior doors	<p><u>Performance Standard:</u> Warping on doors that exceeds 1/4-inch as measured diagonally from corner to corner is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Warping that occurs to stain or lacquer-finished doors that are improperly maintained is the Unit Owner’s or Association’s responsibility and is not covered by the Warranty.</p>
Doors that do not open and close freely without binding against the doorframe	<p><u>Performance Standard:</u> Passage doors that do not open and close freely without binding against the doorframe are deficiencies. Lock bolt is to fit the keeper to maintain a closed position.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Wood doors may stick during occasional periods of high humidity. Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.</p>
Gaps are visible around exterior door edge, door jamb and threshold	<p><u>Performance Standard:</u> Gaps greater than 1/4-inch are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Door edge is not parallel to door jamb	<p><u>Performance Standard:</u> Door edge that is not within 3/16-inch of parallel to the door jamb is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Door swings open or closed by the force of gravity	<p><u>Performance Standard:</u> When a door is placed in an open position, it shall remain in the position it was placed, unless the movement is caused by airflow.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Door panels shrink and expose bare wood	No coverage. Wooden panels will shrink and expand because of temperature and/or humidity changes, and may expose unpainted surfaces. This does not constitute a defect.
Door panels split	<p><u>Performance Standard:</u> Door panels that have split to allow light to be visible through the door are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Bottom of doors drag on carpet surface	<p><u>Performance Standard:</u> Where it is understood by Builder and Unit Owner that carpet is planned to be installed as floor finish by Builder, the bottom of the doors which drag on the carpet are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Where carpet is selected by the Unit Owner having excessive high pile, the Unit Owner is responsible for any additional door undercutting. Builder is not responsible if Unit Owner installs carpet.</p>

Excessive opening at the bottom of interior doors	<p><u>Performance Standard:</u> Passage doors from room to room that have openings between the bottom of the door and the floor finish material in excess of 1.5 inches are deficiencies. Closet doors having an opening in excess of 2 inches are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Bi-fold and pocket doors	<p><u>Performance Standard:</u> Pocket doors that rub in their pockets during normal operation are deficiencies. Bi-fold doors shall slide properly on their tracks at the time of closing.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Cleaning and maintenance necessary to preserve proper operation are the Unit Owner’s responsibility.</p>
Sliding patio/balcony doors and screens	<p><u>Performance Standard:</u> Sliding doors and screens that come off their tracks when sliding during normal operation are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Some entrance of the elements can be expected under windy conditions.</p>
Sliding patio/balcony door does not roll smoothly	<p><u>Performance Standard:</u> Sliding doors that do not roll smoothly at the time of closing are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> The cleaning and maintenance necessary to preserve proper operation are the Unit Owner’s responsibility.</p>
Latch is loose or rattles	<p><u>Performance Standard:</u> Hardware shall function properly, without catching binding or requiring excessive force to operate. A door or window latch or lock shall close securely and shall not be loose or rattle.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Some minor movement should be expected.</p>
Painted or stained doors	<p><u>Performance Standard:</u> A door or window shall be painted or stained according to the manufacturers’ specifications.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p>
De-laminated doors	<p><u>Performance Standard:</u> A door that delaminates is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Damage to metal doors	<p><u>Performance Standard:</u> A metal door that is dented or scratched due to construction activities is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>
Garage door fails to operate or fit properly	<p><u>Performance Standard:</u> Garage doors that do not operate and fit the door opening within the manufacturer’s installation tolerances are deficiencies. Some entrance of the elements can be expected under heavy weather conditions and is not considered a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> No adjustment is required when cause is determined to result from anyone but Builder’s or Builder’s subcontractors’ installation of an electric door opener. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Damage to metal garage door	<p><u>Performance Standard:</u> A metal garage door that is dented or scratched due to construction activities is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Garage door opener	No coverage.
Garage door spring	<p><u>Performance Standard:</u> A garage door spring shall operate properly and shall not lose appreciable tension, break or be undersized.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Garage	<p><u>Performance Standard:</u> A garage door shall remain in place at any open position, operate smoothly and not be off track.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Window is difficult to open or close	<p><u>Performance Standard:</u> Windows that require greater opening or closing force than the manufacturer’s specifications are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Normal maintenance by the Unit Owner or Association includes keeping the tracks, channels and operating mechanisms clean and lubricated. For most windows, Unit Owners should use a dry silicone spray lubricant on the tracks once each year.</p>
Double hung windows do not stay in place when open	<p><u>Performance Standard:</u> Double hung windows are permitted to move within a 2-inch tolerance, up or down when put in an open position. Any excessive movement exceeding the tolerance is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Condensation or frost on window frames and glass	<p><u>Performance Standard:</u> No coverage. Windows and skylights will collect condensation on their interior surfaces when high humidity within the Unit turns into water on the colder window or skylight surface. The Unit Owner is responsible for controlling interior temperature and humidity in the Unit to avoid condensation. The Association is responsible for controlling interior temperatures and humidity of the Common Element areas of the Building to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Under the Warranty, no action on the part of the Builder is required.</p>
Hardware does not work properly, fails to lock or perform its intended purpose	<p><u>Performance Standard:</u> Hardware finishes shall not be tarnished, blemished, corroded or stained due to construction activities, unless the finish is installed as a specialty feature.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> The Builder is not responsible for tarnished, blemished, or stained hardware finishes that have been damaged by factors that are beyond the manufacturer’s or the Builder’s control, such as the use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to outdoor elements such as salt air or humidity.</p>
Damaged hardware	<p><u>Performance Standard:</u> Hardware shall not be scratched, chipped, cracked or dented due to construction activities.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>

Loose hardware	<p><u>Performance Standard:</u> Hardware shall be installed securely and shall not be loose.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Door hardware or kick plate has tarnished	No coverage.
Interior iron work	<p><u>Performance Standard:</u> Interior ironwork that has rusted is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> The builder is not responsible for ironwork finishes that rust due to factors that are beyond the manufacturer's or the Builder's control such as the use of abrasive pads or cleaners, harsh chemicals, alcohol, organic solvents or deterioration caused by exposure to humidity.</p>
Storm doors, windows and screens do not operate or fit properly	<p><u>Performance Standard:</u> Storm doors, windows and screens, when installed, which do not operate or fit properly to provide the protection for which they are intended are considered deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Missing screens, rips or gouges in the screen mesh are not covered by this Warranty.</p>
Plastic molding behind storm door melts from exposure to sunlight	<p><u>Performance Standard:</u> The plastic moldings behind the storm doors should not melt if the storm panel is removed and reinstalled by the owner during normal maintenance operations.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.</p>
Drafts around doors and windows	<p><u>Performance Standard:</u> Some infiltration is usually noticeable around doors and windows especially during high winds. No daylight shall be visible around frame when window or exterior door is closed.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> In high wind areas, the Unit Owner may need to have storm windows and doors installed to eliminate drafts.</p>
Clouding and condensation on inside surfaces of insulated glass	No coverage.
Window or skylight leaks	<p><u>Performance Standard:</u> Water leaking through or around windows or skylights as a result of improper installation is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Water leaks at windows or skylights resulting from Unit Owner/Association damage, extreme weather or improper Unit Owner maintenance are not covered by the Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the Unit.</p>
Window scratches and imperfections	<p><u>Performance Standard:</u> Where a viewer looks through the window in daylight without direct sunlight, a potential imperfection that is in the view plane 90° to the window surface that is detectable from a distance of over 10 feet is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p>
Defective glass	<p><u>Performance Standard:</u> Defects, including stress cracks or failed seals in insulated windows, are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.</p>

Broken glass or screen	<p><u>Performance Standard:</u> Broken glass or screen due to construction activities are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p>
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DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Mirrors and shower doors	<p><u>Performance Standard:</u> A mirror, interior glass or shower door shall be securely mounted or attached to the supporting surface. Fixtures, such as towel bars or door handles, shall be securely mounted. A mirror, interior glass or shower door shall not be damaged due to construction activities. A shower door shall not leak. Imperfections in a mirror or shower door shall not be visible from a distance of two feet or more when viewed in normal light. When opening and closing, a shower door shall operate easily and smoothly without requiring excessive pressure.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.</p>
FINISHES	
Cracks in plaster wall and ceiling surfaces	<p><u>Performance Standard:</u> Hairline cracks are not unusual. Cracks in plaster wall and ceiling surfaces exceeding 1/16-inch in width are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Drywall cracks, texture variations	<p><u>Performance Standard:</u> Hairline cracks are not unusual. Cracks in interior gypsum board or other drywall materials exceeding 1/8-inch in width are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Texture on blown or textured ceilings is uneven	No coverage. This is a normal condition that occurs with randomly applied materials.
Drywall bowed	<p><u>Performance Standard:</u> A drywall surface that has a bow or depression that equals or exceeds 1/4-inch out of line within any 32-inch horizontal measurement as measured from the center of the bow or depression or 1/2-inch within any 8-foot vertical measurement is a deficiency.</p> <p>A ceiling made of drywall that has bows or depressions that equal or exceed 1/2-inch out of line within a 32-inch measurement as measured from the center of the bow or depression running parallel with a ceiling joist or within 1/2-inch deviation from the plane of the ceiling within any 8-foot measurement is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Drywall is crowning	<p><u>Performance Standard:</u> Crowning at a drywall joint that equals or exceeds 1/4-inch within a twelve-inch measurement centered over the drywall joint is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Drywall is out of plumb, level or square	<p><u>Performance Standard:</u> A drywall surface that is out of level (horizontal), plumb (vertical) or square (perpendicular at a 90-degree angle) such that there are variations in those measurements to wall or surface edges at any opening, corner, sill, shelf, etc. that equals or exceeds 3/8-inch in any 32-inch measurement along the wall or surface is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Angular gypsum wallboard joints are uneven	No coverage. This is a natural condition that occurs with randomly applied materials.

Nail pops, blisters, or other blemishes on finished wall or ceiling	<p><u>Performance Standard:</u> Nail pops and blisters that are readily visible from a distance of 6 feet under normal lighting conditions are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Repairs should be completed near the end of the Warranty Term to allow for normal movement in Unit/Building.</p> <p><u>Exclusion:</u> Depressions or slight mounds at nail heads are not considered deficiencies. Builder is not responsible for nail pops or blisters that are not visible, such as those covered by wallpaper.</p>
Cracked corner bead, excess joint compound, trowel marks or blisters in tape joints	<p><u>Performance Standard:</u> Cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. Repairs should be completed near the end of the Warranty Term to allow for normal settling in the Unit or Common Elements.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
FLOORING	
Flagstone, marble, quarry tile, slate, or other hard surface flooring is broken or loose	<p><u>Performance Standard:</u> Tile, flagstone or similar hard surfaced sanitary flooring that cracks or becomes loose is a deficiency. Subfloor and wallboard are required to be structurally sound, rigid and suitable to receive a finish.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Cracking or loosening of flooring caused by the Unit Owner's or Association's negligence is not a deficiency. Builder is not responsible for color and pattern variations or discontinued patterns of the manufacturer. Hollow tiles occasionally occur and are not covered by the Warranty.</p>
Hard surface color variations and imperfections	No coverage.
Excessive "lippage" of adjoining marble or ceramic tile	<p><u>Performance Standard:</u> Lippage greater than 1/8-inch is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p> <p><u>Exclusion:</u> Irregular tiles such as limestone, adoquin and Mexican Pavers are not covered by the Warranty.</p>
Cracks in grouting of ceramic tile joints or at junctions with other materials such as a bathtub, shower, or countertop	No coverage.
Grout or mortar joint is not a uniform color	<p><u>Performance Standard:</u> Grout that changes shade or discolors excessively due to construction activities is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p>
Irregular grout lines	<p><u>Performance Standard:</u> Hard surface layout or grout line that are excessively irregular are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p> <p><u>Exclusion:</u> Natural products such as flagstone, marble, granite, slate, and other quarry tile will have size variations that may create irregular layouts or grout lines.</p>
Nail pops appear on the surface of resilient flooring	<p><u>Performance Standard:</u> Readily apparent nail pops are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Builder is not responsible for discontinued patterns or color variations. Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Warranty.</p>
Depressions or ridges appear in the resilient flooring due to subfloor irregularities	<p><u>Performance Standard:</u> Readily apparent depressions or ridges exceeding 1/8-inch are a deficiency. The ridge or depression measurement is taken as the gap created at one end of a 6-inch straight edge placed over the depression or ridge with 3-inches on one side of the deficiency held tightly to the floor.</p> <p><u>Responsibility:</u> Builder shall take required action to bring the deficiency within acceptable tolerances so as to be not readily visible.</p> <p><u>Exclusion:</u> Builder is not responsible for discontinued patterns or color variations in the floor covering, Unit Owner/Association neglect or abuse, nor installations performed by others.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Resilient flooring or base loses adhesion	<p><u>Performance Standard:</u> Resilient flooring or base that lifts, bubbles, or becomes unglued is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Builder is not responsible for discontinued patterns or color variations.</p>
Seams or shrinkage gaps show at resilient flooring joints	<p><u>Performance Standard:</u> Gaps in excess of 1/16-inch in width in resilient floor covering joints are deficiencies. Where dissimilar materials abut, a gap in excess of 1/8-inch is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing gap with seam sealer.</p> <p><u>Exclusion:</u> Builder is not responsible for discontinued patterns or color variations of floor covering. Minor gaps should be expected.</p>
Vinyl flooring patterns misaligned	<p><u>Performance Standard:</u> Patterns at seams between adjoining pieces that are not aligned to within 1/8-inch are deficiencies. The corners of adjoining resilient floor tiles shall be aligned to within 1/8-inch.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p> <p><u>Exclusion:</u> Misaligned patterns are not covered unless they result from improper orientation of the floor tiles.</p>
Vinyl flooring stains	No coverage.
Yellowing appears on surface of vinyl sheet goods	No coverage.
Vinyl flooring not square	<p><u>Performance Standard:</u> Vinyl flooring that is not installed square to the most visible wall or that varies by 1/4-inch in any 6-foot run is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>
Cupping, open joints, or separations in wood flooring	<p><u>Performance Standard:</u> Open joints or separations between floorboards of finished wood flooring that exceed 1/8-inch in width are deficiencies. Cups in strip floorboards that exceed 1/16-inch in height in a 3-inch maximum distance when measured perpendicular to the length of the board are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Wood floors are subject to shrinkage and swell due to seasonal variations in the humidity level of Unit. While boards may be installed tight together, gaps or separations may appear during heating seasons or periods of low humidity. Gaps or separations that close during non-heating seasons are not considered deficiencies. The Unit Owner/Association should be familiar with the recommended care and maintenance requirements of their wood floor. Repeated wetting and drying, or wet mopping may damage wood finishes. Dimples or scratches can be caused by moving furniture or dropping heavy objects, and certain high heel style shoes may cause indentations. These conditions are not covered by the Warranty.</p>
Humps, depressions or unevenness in wood flooring	<p><u>Performance Standard:</u> Wood flooring that has excessive humps, depressions or unevenness that equals or exceeds 3/8-inch in any 32-inch direction within any room is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Voids in the floor finish	<p><u>Performance Standard:</u> Voids or “holidays” that are readily visible from a distance of 6 feet under normal lighting conditions are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Top coating on hardwood flooring has peeled	<u>Performance Standard:</u> Field applied coating that peels during normal usage is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Prefinished coatings are the manufacturer’s responsibility.
Crowning of strip flooring has occurred	<u>Performance Standard:</u> Crowning in strip flooring that exceeds 1/16-inch in depth in a 3-inch maximum span when measured perpendicular to the long axis of the board is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Excessive knots and color variation of strip hardwood flooring	No coverage.
Hardwood flooring buckles from substrate	<u>Performance Standard:</u> Hardwood floor that becomes loose from the substrate is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Slivers or splinters appear in strip flooring	<u>Performance Standard:</u> Slivers or splinters that occur during the installation of the flooring are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Hardwood floor staining/ shading	<u>Performance Standard:</u> Hardwood floor staining or shading that occurs as a result of construction activities is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
“Sticker burn” appears on surface of strip flooring	<u>Performance Standard:</u> Discoloration from stacking strips in hardwood flooring in certain grades of flooring is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Excessive lippage is located at junction of prefinished wood flooring products	<u>Performance Standard:</u> Lippage greater than 1/16-inch is considered a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Loose sub-flooring	<u>Performance Standard:</u> Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring. <u>Responsibility:</u> Builder will correct if due to a defective joint or improper flashing.
Carpet does not meet at the seams	<u>Performance Standard:</u> A visible gap or overlapping at the seam due to improper installation is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.
Color variations in carpet	No coverage.
Carpeting loosens, or the carpet stretches	<u>Performance Standard:</u> Wall-to-wall carpeting installed as the primary floor covering that comes up, loosens, or separates from the points of attachment is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Dead spots appear in padding areas below carpet surface	<u>Performance Standard:</u> Carpeted areas that do not have full coverage of pad consistent throughout the flooring area are deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is
Floor covering fades, stains or discolors	No coverage.
Premature wearing of carpet	No coverage. Manufacturer’s warranty may apply.
Cuts and gouges in any floor covering	<u>Performance Standard:</u> Cuts and gouges in any floor covering from construction activities is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a repair during construction activities only.
PAINT/WALL COVERING	
Interior caulking	<u>Performance Standard:</u> Interior caulking that deteriorates or cracks excessively is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.
Paint color variation	<u>Performance Standard:</u> Paint or stain that has excessive color, shade or sheen variation is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Knot and wood stains appear through paint on exterior	<u>Performance Standard:</u> Excessive knot and wood stains that bleed through the paint are considered deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.
Resin bleeds through on interior trim	No coverage. This is a normal condition that can be expected to occur with natural materials such as wood.
Exterior paint or stain peels or deteriorates	<u>Performance Standard:</u> Exterior paints or stains that peel or deteriorate during the first year of ownership are deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. <u>Exclusion:</u> Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.
Interior paint or stain deteriorates	<u>Performance Standard:</u> Interior paints or stains that peel or deteriorate during the first year of ownership are deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. <u>Exclusion:</u> Fading, however, is normal and subject to the orientation of painted surfaces to the climactic conditions which may prevail in the area. Fading is not a deficiency.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Painting required as corollary repair because of other work	<p><u>Performance Standard:</u> Repainting, staining or refinishing may be required because of repair work. Repairs required under the Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved and a perfect match is not covered by the Warranty. Where repairs affect more than 50% of a wall or ceiling area, the Builder will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, the Builder will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.</p>
Mildew or fungus forms on painted or factory finished surfaces	No coverage.
Deterioration of varnish or lacquer finishes on exterior surfaces	No coverage. Clear finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine Unit Owner maintenance every 18 months, depending on outside exposure.
Deterioration of varnish or lacquer finishes on interior surfaces	<p><u>Performance Standard:</u> Clear finishes used on exterior surfaces may deteriorate rapidly. This is beyond the control of the Builder. Clear finishes on interior woodwork that deteriorate during the first year of the warranty period are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Deterioration more than one year after closing is excluded.</p>
Damaged interior surfaces	<p><u>Performance Standard:</u> Interior painted, varnished or finished surfaces that are dented, nicked or gouged due to construction activities are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p>
Interior paint coverage	<p><u>Performance Standard:</u> Wall, ceiling, and trim surfaces that are painted that show through new paint when viewed from a distance of 6 feet under normal lighting conditions are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p>
Visible brush marks on interior paint	No coverage.
Visible lap marks on interior paint	No coverage.
Paint splatters and smears on finish surfaces	<p><u>Performance Standard:</u> Paint splatters on walls, woodwork, or other surfaces which are excessive, that are readily visible when viewed from a distance of 6 feet under normal lighting conditions are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p> <p><u>Exclusion:</u> Minor paint splatter and smears on impervious surfaces than can be easily removed by normal cleaning methods are considered to be the Unit Owner's maintenance and are not deficiencies.</p>
Peeling of wallcovering installed by Builder	<p><u>Performance Standard:</u> Peeling of wallcovering is a deficiency, unless it is due to the Unit Owner's abuse or negligence.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Builder is not responsible for wallpaper installed by Purchaser. Unit Owner/Association is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Separated seams in wallpaper	<p><u>Performance Standard:</u> Builder will correct if wall surface is readily visible. Minor imperfections can be expected.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p>
Pattern in wallcovering is mismatched at the edges	<p><u>Performance Standard:</u> Patterns in wallcovering that do not match at the edges are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p> <p><u>Exclusion:</u> Builder is not responsible for discontinued or variations in color. Defects in the wallcovering patterns are the manufacturer’s responsibility, and excluded from Warranty coverage.</p>
Lumps and ridges and nail pops in wallboard that appear after the Unit Owner has wallcovering installed by others	No coverage.
Stained, discolored or spotted wall coverings	<p><u>Performance Standard:</u> Stained, discolored or spotted wall coverings from construction activities are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>
Scratched, gouged, cut or torn wall covering	<p><u>Performance Standard:</u> Scratched, gouged, cut or torn wall covering from construction activities is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>

CHIMNEY/FIREPLACE	
Fireplace or chimney does not draw properly causing smoke to enter Unit	<p><u>Performance Standard:</u> A properly designed and constructed fireplace or chimney shall function correctly. High winds can cause temporary negative or down drafts. Negative drafts can also be caused by obstructions such as tree branches, steep hillsides, adjoining homes, and interior furnaces. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions could be temporary, it is necessary for the Unit Owner to substantiate the problems to the Builder by constructing a fire so the condition can be observed.</p> <p><u>Responsibility:</u> When it is determined that the malfunction is based upon improper construction of the fireplace, the Builder shall take the necessary steps to correct the problem.</p> <p><u>Exclusion:</u> When it is determined that the fireplace is properly designed and constructed, but still malfunctions due to natural causes beyond Builder’s control, Builder is not responsible.</p>
Chimney separation from structure to which it is attached	<p><u>Performance Standard:</u> Newly built fireplaces will often incur slight amounts of separation. Separation that exceeds 1/2-inch from the main structure in any 10-foot vertical measurement is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Caulking or grouting is acceptable unless the cause of the separation is due to Structural Failure of the chimney foundation. In that case, caulking is unacceptable.</p>
Firebox color is changed; accumulation of residue in chimney or flue	No coverage.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Water infiltration into firebox from flue	No coverage. It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions.
New chimney flashing leaks	<u>Performance Standard:</u> New chimney flashing that leaks under normal conditions is a deficiency except where the cause is determined to result from ice build-up or the owner's actions or negligence. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Crack in masonry chimney cap or crown causes leakage	<u>Performance Standard:</u> It is normal for caps to crack due to expansion and contraction, however where leaks occur with cracking it is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Firebox lining damaged by fire	No coverage. Heat and flames may cause discoloration.
Pre-fab gas fireplace	No coverage.
Cracks in masonry hearth or facing	<u>Performance Standard:</u> Small hairline cracks in mortar joints resulting from shrinkage are not unusual. Cracks in stone or brick hearth or facing greater than 1/4-inch in width are deficiencies. <u>Responsibility:</u> Builder will repair cracks exceeding standard by pointing or patching. Builder is not responsible for color variations between existing and new mortar. <u>Exclusion:</u> Heat and flames from normal fires can cause cracking or firebrick and mortar joints. This should be expected, and is not covered by the Warranty.
Brick veneer spalling from chimney surface	<u>Performance Standard:</u> Spalling of newly manufactured brick is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Firebrick or mortar joint cracks	No coverage. Heat and flames from normal fires can cause cracking.
CABINETS & COUNTERTOPS	
Kitchen and vanity cabinet doors and drawers bind	<u>Performance Standard:</u> Cabinet doors and drawers that do not easily open or close are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.
Warping of kitchen and vanity cabinet doors and drawer fronts	<u>Performance Standard:</u> Warpage that exceeds 1/4-inch as measured from the face of the cabinet frame to the furthestmost point of warpage on the drawer or door front in a closed position is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Gaps between cabinets, ceiling and walls	<u>Performance Standard:</u> Countertops, splash boards, base and wall cabinets are to be securely mounted. Gaps in excess of 1/4-inch between wall and ceiling surfaces are a deficiency. <u>Responsibility:</u> Builder shall make necessary adjustment of cabinets and countertop or close gap by means of molding suitable to match the cabinet or countertop finish, or as closely as possible; or other acceptable means, including caulking, putty, scribe molding or by repositioning the cabinets.
Cabinets do not line up with each other	<u>Performance Standard:</u> Cabinet faces more than 1/8-inch out of line, and cabinet corners more than 3/16-inch out of line, are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Surface cracks and delaminations in high pressure laminates of vanity and kitchen cabinet countertops	<u>Performance Standard:</u> Countertops fabricated with high pressure laminate coverings that delaminate or have surface cracks or joints exceeding 1/16-inch between sheets are considered deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Cabinet door will not stay closed	<u>Performance Standard:</u> Cabinets that do not hold the door in a closed position are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Wood cabinet finish variations	No coverage. All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet are not considered defects. Wood has these variations
Crack in door panel	<u>Performance Standard:</u> Cracks in cabinet door panels due to construction activities are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance	<u>Performance Standard:</u> Chips, cracks, scratches on countertop, cabinet, fixture, fitting or appliance due to construction activities are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Manufactured marble vanity top cracks at drain	<u>Performance Standard:</u> Vanity tops that crack due to construction activities are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Damaged solid surface tops	<u>Performance Standard:</u> Solid surface countertops shall be free of scratches that are visible from a distance of 6 feet in normal lighting conditions at time of acceptance of the project. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Concrete countertops	<u>Performance Standard:</u> (1) A concrete countertop with excessive pits, depressions, or unevenness that equal or exceed 1/8-inch in any 32-inch measurement is a deficiency. (2) A concrete countertop with separations or cracks equal to or exceeding 1/16-inch in width or 1/64-inch in vertical displacement is a deficiency. (3) A finished concrete countertop that is stained, spotted or scratched due to construction activities is a deficiency. (4) A concrete countertop with a chipped edge that extends beyond 1/16-inch from the edge of the countertop due to construction activities is a deficiency. (5) A concrete countertop that changes shade or discolors excessively due to construction activities is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is
Countertop not level	<u>Performance Standard:</u> Hard surface countertops that are not level to within 1/4-inch in any 6-foot measurement are deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.

DEFICIENCY		WORKMANSHIP STANDARDS AND EXCLUSIONS	
APPLIANCES			
Defective fixture, fitting or appliance		<u>Performance Standard:</u> Kitchen, laundry and bar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer pursuant to the manufacturer's warranty, if any.	
Chipped or scratched appliances		<u>Performance Standard:</u> Scratched or chipped finishes on porcelain, glass or other surfaces on laundry, kitchen or bar appliances due to construction activities are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.	
PLUMBING			
Faucet or valve leak		<u>Performance Standard:</u> A valve or faucet leak due to material or workmanship is a deficiency and is covered only during the first year of the Warranty Term. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Leakage caused by worn or defective washers or seals is a Unit Owner/Association maintenance item.	
Defective plumbing fixtures, appliances or trim fittings		Defective plumbing fixtures, appliances, and trim fittings are covered under the manufacturer's warranty.	
Staining of plumbing fixtures		No coverage. High iron and manganese content in the water supply system will cause staining of plumbing fixtures. Maintenance and treatment of the water is the Unit Owner's responsibility.	
Corroded fixtures		No coverage.	
Loose fixtures		<u>Performance Standard:</u> Fixtures that are loose are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.	
Toilet standards		<u>Performance Standard:</u> Toilet equipment that allows water to run continuously is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term. If toilet equipment allows water to run continuously, the Unit Owner shall shut off the water supply or take such action as is necessary to avoid damage to the Unit.	

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Noisy water pipes	<p><u>Performance Standard:</u> Some noise can be expected from the water pipe system, due to the flow of water. However, the supply pipes should not make the pounding noise called "water hammer." "Water hammer" is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Noises due to water flow and pipe expansion are not considered deficiencies. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
The bathtub or shower leaks	<p><u>Performance Standard:</u> Bathtubs and showers that leak are a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Proper repair can be affected by sealing area around tubs and showers.</p> <p><u>Exclusion:</u> Maintenance of caulk seals is a Unit Owner responsibility.</p>
Bathtub or shower squeaks	No coverage.
Shower enclosure flexes	<p><u>Performance Standard:</u> Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the first year of the Warranty Term.</p> <p><u>Exclusion:</u> Composite shower walls will flex when pushed inward. Such flexing is not considered a defect.</p>
Sewer odors	No coverage.
Blocked vent stack	No coverage.
Water heater	<p><u>Performance Standard:</u> A water heater that is not installed and secured according to the manufacturer's specifications and the Building Code is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Waste disposal unit	<p><u>Performance Standard:</u> A waste disposal unit that is not installed and operating according to the manufacturer's specifications is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Decorative gas appliance	<p><u>Performance Standard:</u> A decorative gas appliance that is not installed in accordance with manufacturer's specifications is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Fixture stopper	<p><u>Performance Standard:</u> A fixture stopper that does not retain water in accordance with the manufacturer's specifications is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
MECHANICAL	
Exterior compressor unit pad	No coverage.
Back draft dampers	<u>Performance Standard:</u> Back draft dampers that are not installed according to the manufacturer’s specifications are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Inadequate heat	<u>Performance Standard:</u> A heating system shall be capable of producing an inside temperature of at least 70-degrees Fahrenheit as measured in the center of the room at a height of 5 feet above the floor under local outdoor winter design conditions. NOTE FOR HEATING: There may be periods when the outdoor temperature falls below the design temperature, thereby lowering the temperature in Unit. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Orientation of Unit and location of room will also provide a temperature differential, especially when the air-conditioning or heating system is controlled by a single thermostat for one or more floor levels. Unit Owner/Association is responsible for balancing dampers and registers and for making other necessary minor adjustments.
Inadequate cooling	<u>Performance Standard:</u> When air conditioning is provided, the cooling system is to be capable of maintaining a temperature of 78-degrees Fahrenheit as measured in the center of each room at height of 5 feet above the floor, under local outdoor summer design conditions. NOTE FOR AIR CONDITIONING: In the case of outside temperatures exceeding 95-degrees Fahrenheit, the system shall keep the inside temperature 15-degrees cooler than the outside temperature. National, state, or local requirements shall supersede this guideline where such requirements have been adopted by the local governing agency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Orientation of Unit location of room will also provide a temperature differential, especially when the air conditioning system is controlled by a single thermostat for one or more levels. The Unit Owner/Association is responsible for balancing dampers and registers and for making other necessary minor adjustments.
Refrigerant lines leak	<u>Performance Standard:</u> Builder-installed refrigerant lines or ground loop pipes that develop leaks during normal operation are deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> Leaks due to Unit Owner’s actions or negligence are excluded.
Refrigerant line insulation	<u>Performance Standard:</u> Insulation that does not completely encase the refrigerant line according to Code is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term. <u>Exclusion:</u> The Unit Owner/Association shall ensure that insulation on the refrigerant line is not damaged or cut due to maintenance or landscape work.
Ductwork and heating piping not insulated in uninsulated area	<u>Performance Standard:</u> Ductwork and heating pipes that are run in uninsulated crawl spaces, garages or attics that are not insulated are deficiencies. Basements are not “uninsulated areas,” and no insulation is required. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.
Condensate lines clog up	No coverage. Condensate lines will clog under normal conditions. The Unit Owner/Association is responsible for continued operation of drain lines.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Drip pan	<p><u>Performance Standard:</u> A drip pan and drain line that is not installed under a horizontal air handler as per the Code is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> The Unit Owner/Association shall periodically check for the free flow of condensate (water) from the line and clear the line when necessary.</p>
Improper mechanical operation of evaporative cooling system	<p><u>Performance Standard:</u> Equipment that does not function properly at temperature standard set is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.</p>
Ductwork makes noises	<p>No coverage. When metal is heated, it expands, and when cooled, it contracts. The resulting “ticking” or “cracking” sounds generally are to be expected and are not deficiencies.</p>
Ductwork makes excessively loud noises known as “oil canning”	<p><u>Performance Standard:</u> The stiffening of the ductwork and the gauge of metal used shall be such that ducts do not “oil can.” The booming noise caused by oil canning is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p>
Ductwork separates, becomes unattached	<p><u>Performance Standard:</u> Ductwork that is not intact or securely fastened is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Vibration from heating or cooling equipment	<p><u>Performance Standard:</u> No coverage. It is normal for heating/air-conditioning equipment to generate some noise and vibration.</p>
Metal rattling at register, grills or ducts	<p><u>Performance Standard:</u> Air moving through registers, grills and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grills or ducts is considered a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.</p> <p><u>Exclusion:</u> Under certain conditions, some noise may be experienced with the normal flow of air when product is installed correctly.</p>
Vent, grill or register operation	<p><u>Performance Standard:</u> A vent, grill or register that does not operate easily and smoothly when applying normal operating pressure is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
There are gaps between HVAC vent or register covers and the wall or ceiling	<p>No coverage. This is a normal condition beyond the contractor’s control.</p>
Condensation on the outside of air handlers and ducts	<p>No coverage. Air handlers and ducts will collect condensation on their exterior surfaces when extreme temperature differences and high humidity levels occur. Condensation usually results from humid conditions within the Unit that are created by the owner or during the curing process in a new space.</p>

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
ELECTRICAL	
Chipped, cracked, dented or scratched fixture or trim plate	<u>Performance Standard:</u> Chipped, cracked, dented or scratched fixture or trim plate due to construction activity is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Tarnished fixture or trim plate	No coverage.
Box or trim plate is not plumb or level	<u>Performance Standard:</u> A fixture, electrical box or trim plate that is not installed in accordance with the Code or is not plumb and level is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to deficiencies noted prior to closing.
Smoke detector	No coverage.
Exhaust fan	<u>Performance Standard:</u> An exhaust fan that does not operate within the manufacturer’s specified noise level is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder’s responsibility is limited to a one-time repair during the Warranty Term.
Ceiling fan vibrates	No coverage.
Electrical wiring	<u>Performance Standard:</u> Electrical wiring installed inside the Unit that is not installed in accordance with the Code and any other applicable electrical standards is a deficiency. Electrical wiring that is not capable of carrying the designated load as set forth in the Code is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> The Builder shall not be responsible for utility improvements from the meter/demarcation point to the utility poles or the transformer. All electrical equipment shall be used for the purposes and/or capacities for which it was designed and in accordance with manufacturer’s specifications.
Electrical panel, breakers and fuses	<u>Performance Standard:</u> An electrical panel and breakers that do not have sufficient capacity to provide electrical service to the Unit during normal residential usage are deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> The Builder is not responsible for electrical service interruptions caused by external conditions such as power surges, circuit overloads and electrical shorts. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.
Fuses blow, or circuit breakers kick out	<u>Performance Standard:</u> Fuses and circuit breakers that deactivate under normal usages, when reset or replaced are deficiencies. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.
Ground fault interrupter trips frequently	<u>Performance Standard:</u> Any GFCI device that fails to reset is a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. <u>Exclusion:</u> The Unit Owner/Association is responsible for repairing any device that causes the GFCI to trip.
Fixtures, outlets, doorbells and switches	<u>Performance Standard:</u> Fixtures, outlets, doorbells and switches that are not installed according to manufacturer’s specifications are a deficiency. <u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.

DEFICIENCY	WORKMANSHIP STANDARDS AND EXCLUSIONS
Wiring for cable television, telephone or internet	<p><u>Performance Standard:</u> Wiring for cable television, telephone or internet that is not installed according to the manufacturer's specifications is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Malfunction of low-voltage wiring system of Unit	<p><u>Performance Standard:</u> Low-voltage wiring system malfunction is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p>
Communication wiring	No coverage.
Drafts from electrical outlets	No coverage. The electrical junction box on exterior walls may produce a slight air flow whereby the cold air can be drawn through the outlet into a room. This problem is normal in new Unit construction.
Malfunction of electrical outlets, switches or fixtures	<p><u>Performance Standard:</u> All switches, fixtures and outlets which do not operate as intended are considered deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to a one-time repair during the Warranty Term.</p>
Receptacle/switch too far off wall	<p><u>Performance Standard:</u> A receptacle/switch that is more than 1/8-inch from the adjoining wall surface is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard. Builder's responsibility is limited to deficiencies noted prior to closing.</p>
Light fixture tarnishes	No coverage. Finishes on light fixtures may be covered under their manufacturer's warranty.

DEFICIENCY	SYSTEMS STANDARDS AND EXCLUSIONS
MECHANICAL SYSTEMS	
Septic systems (if applicable) fail to operate properly	<p><u>Performance Standard:</u> Septic system should be capable of properly handling normal flow of household effluent.</p> <p><u>Responsibility:</u> Builder shall take corrective action if it is determined that malfunction is due to a deficiency in workmanship, materials, or failure to construct system in accordance with state, county, or local requirements. Builder is not responsible for malfunctions or limitations in the operation of the system attributable to design restrictions imposed by state, county, or local governing agencies. Builder is also not responsible for malfunctions which occur or are caused by conditions beyond Builder's control, including Unit Owner negligence, abuse, freezing, soil saturation, changes in ground water table, or other acts of nature.</p> <p><u>Exclusion:</u> The Unit Owner/Association is responsible for periodic pumping of the septic tank and a normal need for pumping is not a deficiency. The following are considered for the Unit Owner's negligence or abuse as exclusion under the Warranty: a) excessive use of water such as overuse of washing machine and dishwasher, including their simultaneous use; b) connection of sump pump, roof drains or backwash from water conditioner, to the system; c) placing of non-biodegradable items in the system; d) addition of harsh chemicals, greases or cleaning agents, and excessive amounts of bleaches or drain cleaners; e) use of a food waste disposer not supplied by Builder; f) placement of impervious surfaces over the disposal area; g) allowing vehicles to drive or park over the disposal area; h) failure to periodically pump out the septic tank when required. Sewage pumps are excluded under the Warranty.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Water in plumbing pipes freezes, and the pipes burst	<p><u>Performance Standard:</u> Drain, waste, vent and water pipes shall be adequately protected to prevent freezing and bursting during normally anticipated cold weather.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Burst pipes due to Unit Owner's/Association's neglect and resultant damage are not Builder's responsibility. Unit Owner/Association is responsible for draining exterior faucets, and maintaining suitable temperature in the Unit to prevent water in pipes from freezing. During periods when the outdoor temperature falls below the design temperature, Unit Owner/Association is responsible for draining or protecting pipes. Units which are periodically occupied, such as summer homes, or where there will be no occupancy for an extended period of time, must be properly winterized or periodically checked to insure that a reasonable temperature is maintained.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Leakage from any piping	<p><u>Performance Standard:</u> Leaks in any waste, vent and water piping are deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> Condensation on piping does not constitute leakage, and is not a deficiency, except where pipe insulation is required. The Unit Owner/Association shall shut off water supply immediately if such is required to prevent further damage to the Unit or Common Elements.</p>
Sanitary sewers, fixtures, waste or drain lines are clogged	<p><u>Performance Standard:</u> The Builder is not responsible for sewers, fixtures or drains that are clogged because of Unit Owner's actions or negligence. Sanitary sewers, fixtures, waste or drain lines that do not operate or drain properly due to improper construction are deficiencies.</p> <p><u>Responsibility:</u> When defective construction is shown to be the cause, Builder shall make necessary repairs. If Unit Owners'/Associations' actions or negligence is the cause, the Unit Owner/Association shall be responsible for correcting the problem. Unit Owner/Association is liable for the entire cost of any sewer and drain cleaning service provided by Builder where clogged drains are caused by Unit Owner's/Association's actions or negligence.</p> <p><u>Exclusion:</u> Builder is not responsible for sewer lines that extend beyond the property lines on which the Unit is constructed.</p> <p>Unless contained in the Unit, Unit Owner to notify Association. Warranty claim to be made by Association.</p>

DEFICIENCY		SYSTEMS STANDARDS AND EXCLUSIONS	
Water supply system fails to deliver water		<p><u>Performance Standard:</u> All service connections to municipal water main or private water supply are Builder's responsibility when installed by Builder.</p> <p><u>Responsibility:</u> Builder shall repair as required if failure to supply water is the result of deficiency in workmanship or materials.</p> <p><u>Exclusion:</u> If conditions exist which disrupt or eliminate the sources of water supply that are beyond Builder's control, then Builder is not responsible.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>	
In ground wells		No coverage.	
Sump pump		<p><u>Performance Standard:</u> A sump pump that is not installed according to the manufacturer's specifications is a deficiency.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p><u>Exclusion:</u> The Unit Owner/Association is responsible for maintaining the sump pump.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>	
ELECTRICAL SYSTEMS			
Failure of wiring to carry its designed load		<p><u>Performance Standard:</u> Wiring that is not capable of carrying the designated load, for normal residential use to switches, receptacles and equipment, is a deficiency.</p> <p><u>Responsibility:</u> Builder shall check wiring and replace if it fails to carry the design load.</p>	

DEFICIENCY	STRUCTURAL STANDARDS AND EXCLUSIONS
STRUCTURAL	All Structural Warranty Claims must be made by the Association.
The foundation is out of level	<p><u>Performance Standard:</u> Slab foundations should not move differentially after they are constructed, such that a tilt or deflection in the slab in excess of the standards defined below arises from post-construction movement. The protocol and standards for evaluating slab foundations shall follow the "Guidelines for the Evaluation and Repair of Residential Foundations" as published by the Texas Section of the American Society of Civil Engineers (2002), hereinafter referred to as the "ASCE Guidelines" with the following modifications:</p> <p>(1) Overall deflection from the original construction elevations shall be no greater than the overall length over which the deflection occurs divided by 360 (L/360) and must not have more than one associated symptom of distress, as described in Section 5 of the ASCE Guidelines, that results in actual observable physical damage to the Unit.</p> <p>(2) The slab shall not deflect after construction in a tilting mode in excess of one percent from the original construction elevations resulting in actual observable physical damage to the components of the Building.</p> <p>(3) If measurements and associated symptoms of distress show that a slab foundation does not meet the deflection or tilt standards stated in this Standard, a third-party inspector's recommendation shall be based on the appropriate remedial measures as described in Section 7 of the ASCE Guidelines.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Crack in concrete footing	<p><u>Performance Standard:</u> Cracks greater than 1/4-inch in width are considered deficiencies.</p> <p><u>Responsibility:</u> Builder shall take corrective action necessary to comply with the Standard.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Pier and beam foundations	<p>Floor over pier and beam foundations.</p> <p>(A) A floor over pier and beam foundation shall not deflect more than L/360 from its original construction elevations and have that movement create actual observable physical damage to the components of the Unit or Common Elements identifiable in Section 5.3 of the ASCE Guidelines.</p> <p>(B) If a floor over pier and beam foundation deflects more than L/360 from its original construction elevation and the movement has created actual observable physical damage to the components of a Unit identifiable in Section 5.3 of the ASCE Guidelines, a third-party inspector's recommendation shall be based on applicable remedial measures as described in Section 7 of the ASCE Guidelines.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Cracked or bowed structural components	<p>Structural components.</p> <p>(A) A defined structural component shall not crack, bow, become distorted or deteriorate, such that it compromises the structural integrity of a Unit/Building or the performance of a structural system of the Unit/Building resulting in actual observable physical damage to a component of the Unit/Building.</p> <p>(B) If a structural component of a Unit cracks, bows, is distorted or deteriorates such that it results in actual observable physical damage to a component of the Unit/Building, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Unit/Building or the performance of the affected structural system.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Deflected structural components	<p>Deflected structural components.</p> <p>(A) A structural component shall not deflect more than the ratios allowed by the Code.</p> <p>(B) If a structural component of the Unit/Building is deflected more than the ratios allowed by the Code, the Builder shall repair, reinforce or replace such structural component to restore the structural integrity of the Unit or the performance of the affected structural system.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Damaged structural components	<p>Damaged structural components.</p> <p>(A) A structural component shall not be so damaged that it compromises the structural integrity or performance of the affected structural system.</p> <p>(B) If a structural component is so damaged that it compromises the structural integrity or performance of a structural system of the Unit, the Builder shall take such action as is necessary to repair, reinforce or replace such structural component to restore the structural integrity of the Unit/Building or the performance of the affected structural system.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>

Separated structural components	<p>Separated structural components.</p> <p>(A) A structural component shall not separate from a supporting member more than 3/4-inch or such that it compromises the structural integrity or performance of the system.</p> <p>(B) If a structural component is separated from a supporting member more than 3/4-inch or separated such that it compromises the structural integrity or performance of a structural system of the Unit/Building, the Builder shall take such action as necessary to repair, reinforce or replace such structural component to re-establish the connection between the structural component and the supporting member, to restore the structural integrity of the Unit and the performance of the affected structural system.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>
Non-performing structural components	<p>Non-performing structural components.</p> <p>(A) A structural component shall function as required by the Code.</p> <p>(B) If a structural component does not function as required by the Code, the Builder shall take such action as is necessary to bring the variance within the standard stated in subparagraph (A) of this paragraph.</p> <p>Unit Owner to notify Association. Warranty claim to be made by Association.</p>



NOTICE OF CLAIM FORM
FOR LENNAR LIMITED WARRANTY COVERAGE
Workmanship/Systems Claims Only

Mail to: Lennar
Customer Care
office Local Address

Please read the Lennar Warranty Booklet for filing instructions and pertinent information.

YOUR NAME _____

ADDRESS OF COMPLAINT _____
(street)

(city) (state) (zip)

HOME PHONE (____)_____ BUSINESS PHONE (____)_____

EFFECTIVE DATE OF WARRANTY ____/____/____
(month) (day) (year)
(date of closing or first occupancy)

NATURE OF DEFECT (BE SPECIFIC) _____

DATE DEFECT FIRST OBSERVED ____/____/____
(month) (day) (year)

DATE FIRST REPORTED TO LENNAR ____/____/____
(month) (day) (year)

Attach any copies of relevant correspondence between you and Lennar or any third party involving this claim.

CHECK ONE (if applicable)

1. ☐ FHA

2. ☐ VA

3. ☐ RHS

Case # _____

If you are the original owner, and your Unit is FHA-financing,
please provide the following:

Name of Mortgage Company _____

Address of Mortgage Company _____

Unit Owner signature

Date

Unit Owner signature

Date

LENNAR[®]

NOTICE OF CLAIM FORM

FOR LENNAR LIMITED WARRANTY

COVERAGE

Structural Claims Only

Mail to: Lennar
Customer Care
office Local Address

Please read the Lennar Warranty Booklet for filing instructions and pertinent information.

YOUR NAME _____

ADDRESS OF COMPLAINT _____
(street)

(city) _____ (state) _____ (zip) _____

HOME PHONE (____) _____ BUSINESS PHONE (____) _____

EFFECTIVE DATE OF WARRANTY ____/____/____
(month) (day) (year)
(date of closing or first occupancy)

Please note that the Lennar Limited Warranty provides Limited Structural Warranty Coverage which is subject to exclusions and conditions. You are encouraged to review the Structural Performance Standards of your Warranty and the list of structural components that are covered and not covered by the Structural Performance Standards.

Note, claims relating to Common Elements must be made by the condominium association.

Please answer the following questions:

1. Have you reviewed the Structural Performance Standards and list of covered and non-covered components in your Warranty?

☐Yes ☐No
2. Do you believe that you have a covered Structural claim under the terms of the Structural Performance Standards in your Warranty?

☐Yes ☐No

NATURE OF DEFECT (BE SPECIFIC)

DATE DEFECT FIRST OBSERVED ____/____/____
(month) (day) (year)

DATE FIRST REPORTED TO LENNAR ____/____/____
(month) (day) (year)

Attach any copies of relevant correspondence between you and Lennar or any third party involving this claim.

CHECK ONE (if applicable)

1. ☐FHA 2. ☐VA 3. ☐RHS

Case # _____

If you are the original owner, and your Unit is FHA-financing, please provide the following:

Name of Mortgage Company _____

Address of Mortgage Company _____

Unit Owner signature Date

Unit Owner signature Date