

PURCHASE PRICE AND PAYMENT ADDENDUM

Buyer(s) Name: _____
Date of Agreement: _____
Community _____ Lot/Block: _____
Address: _____
Plan/Elevation: _____ Garage Orientation Preference (check ☒ one): Left ☐ Right ☐
Phase/Section _____ Job#: _____
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: _____ ISC: _____
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: Homesite Premium\$ _____
Add: Options, Upgrades and Extras per Change Order Summary\$ _____
Less Incentives and Other Discretionary Reductions <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, 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 Home are described in the Rider B. If Buyer obtains financing for the Home, Buyer's closing costs, pre-pays and other fees associated with the financing of the Home 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:

Address:

Agent Name:

Email Address:

Phone #:

Fax #:

Cellular #:

Broker Participation? ☐ Yes ☐ No

Agent/Company:

Street Address:

City, State Zip:

Phone #:

Email Address:

Fax #:

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:

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.

POPULATE THE FOLLOWING LANGUAGE ONLY WHEN THE TOTAL PURCHASE PRICE CHANGES AND THE 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.

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 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. **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 Home.

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 Home.

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 Home 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 Home 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 Home 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 Homeowners Association ("**HOA**") 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 costs, HOA dues, start-up fees payable to Seller, the working capital contribution and/or initiation fee payable to the HOA at Closing in excess of the foregoing Seller contribution.

☐ Seller will install the following in the Home 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.

☐ Seller will install the following fixtures and/or improvements to the Property at no additional charge to Buyer [check ☒ applicable box]:

- ☐ exterior fence
- ☐ landscape upgrade package
- ☐ garage refrigerator
- ☐ island grill
- ☐ other: _____

(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 such other lender named on the Approved Lender Addendum) 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 Home 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 5 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:

DISCLOSURE SUMMARY

1. AS A BUYER (PURCHASER) OF PROPERTY IN THIS COMMUNITY, 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 [IF NOT APPLICABLE, MARK N/A]: (i) _____ ("ASSOCIATION") (ii) _____ ("NEIGHBORHOOD ASSOCIATION"), (iii) _____ ("OTHER ASSOCIATION"), AND _____ ("CLUB").

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THE _____ COMMUNITY (“**COMMUNITY**”), _____ NEIGHBORHOOD (“**NEIGHBORHOOD**”) AND _____ OTHER PROPERTY (“**OTHER PROPERTY**”) [IF NOT APPLICABLE, MARK N/A]. IN ADDITION, THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE CLUB COVENANTS (“**CLUB PLAN**”) REQUIRING MEMBERSHIP IN THE _____ CLUB [IF NOT APPLICABLE, MARK N/A].

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION: ASSOCIATION ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT OF ASSOCIATION ASSESSMENTS IS _____ PER _____ [IF NOT APPLICABLE, MARK N/A]. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A].

4. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE NEIGHBORHOOD ASSOCIATION: NEIGHBORHOOD ASSOCIATION ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT OF NEIGHBORHOOD ASSOCIATION ASSESSMENTS IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A]. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE NEIGHBORHOOD ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A].

5. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE OTHER ASSOCIATION: OTHER ASSOCIATION ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT OF OTHER ASSOCIATION ASSESSMENTS IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A]. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE OTHER ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A].

6. YOU WILL BE OBLIGATED TO PAY CLUB DUES TO THE CLUB OWNER IN CONNECTION WITH A MANDATORY CLUB MEMBERSHIP IN THE CLUB. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A]. CLUB DUES MAY BE SUBJECT TO PERIODIC CHANGE. YOU MAY ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE CLUB OWNER. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE.

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

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

9. 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 ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A]. 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 NEIGHBORHOOD ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A]. 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 OTHER ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A]. YOU MAY BE OBLIGATED TO PAY CLUB DUES IN CONNECTION WITH A MANDATORY CLUB MEMBERSHIP IN THE CLUB. IF APPLICABLE, THE CURRENT AMOUNT OF CLUB DUES IS \$_____ PER _____ [IF NOT APPLICABLE, MARK N/A].

10. THE DEVELOPER [SELLER] MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS OF THE MASTER ASSOCIATION, NEIGHBORHOOD ASSOCIATION, OR OTHER ASSOCIATION, AS APPLICABLE, WITHOUT THE APPROVAL OF THE MASTER ASSOCIATION, NEIGHBORHOOD ASSOCIATION, OTHER ASSOCIATION OR THE PROPERTY OWNERS. IN ADDITION, IF THE CLUB IS STILL UNDER THE CONTROL OF THE DEVELOPER [SELLER], THE DEVELOPER [SELLER] MAY HAVE THE RIGHT TO AMEND THE CLUB PLAN WITHOUT THE APPROVAL OF THE CLUB MEMBERS.

12. 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.

Buyer _____
Date: _____

Buyer _____
Date: _____

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

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Southwest, Florida (10/14/24)

PURCHASE AND SALE AGREEMENT

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 _____ (“**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) Model _____ constructed or to be constructed on the following described property:

Lot _____ of Block _____ of _____ Subdivision/Plat, in _____ County (the “**County**”), Florida.

The residence and improvements (the “**Home**”) constructed or to be constructed on the above described property (the “**Homesite**”), and all appurtenances thereto are collectively referred to in this Agreement as the “**Property**.” The Property is located within the community known as _____ (the “**Community**”).

2. **Purchase Price and Payments.** The total purchase price (“**Total Purchase Price**”) for the Home, exclusive of any Closing Costs as described in Rider B and the 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 \$ _____ to Seller. 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 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. If Buyer has not already paid the Initial Deposit at the time Seller signs this Agreement, Buyer will make the Initial Deposit within twenty-four (24) hours of the Effective Date.

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 **[***OPTION ONE, PERCENTAGE AMOUNT*** _____ percent (__ %) of the Total Purchase Price***] [***OPTION TWO, FLAT FEE***\$ _____ ***]** (the “**Builder’s Fee**”). The Builder’s Fee is imposed in connection with all home sales in the Community, 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 home sales in the Community, and Seller reserves the right to change or withdraw the Builder’s Fee on subsequent home sales in the Community at any time prior to Seller’s completion of construction of all homes in the Community. 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 Community. 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 “DOCUMENTS” (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

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 B 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 a 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 and insurance 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 disbursement 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 without mortgage financing. Buyer agrees that it will make no changes to its mortgage financing arrangement within the last forty-five (45) 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. **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 Home until the cashier's check has cleared.

7. **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.

8. **Closing.** Without limiting the terms of Section 9, 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 Home, 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 B 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 15 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 5.2 above, if the Mortgage Transaction 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.

9. **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 Home 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 Home, punch list work, or warranty work. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home 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 Home 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 from registration 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.

10. **Casualty Before Closing.** If the Property is damaged by fire, vandalism, act of terrorism or other casualty or condition before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to:

(1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released

from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, vandalism, act of terrorism or other casualty or condition and the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

11. **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 12.1, 17 and 18 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 Home, punch list work, or warranty work.

12. **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:

12.1. 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 Community 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 community development 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 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) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property; and (10) 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.

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

12.3. Seller may not own title to the Property as of the date of this Agreement or at Closing. 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.

12.4. 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 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.

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

12.6. 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 HOME, PUNCH LIST WORK, OR WARRANTY WORK.

13. **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 B attached hereto.

14. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

14.1. **Changes to Plans and Specifications.**

14.1.1. 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 Home 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 Home.

14.1.2. Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. 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 Home shall not substantially affect the value of the Home. 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.

14.1.3. Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Homes to be constructed within the Community 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 Home and improvements to be constructed within the Home.

14.1.4. No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community 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 14 above, 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 Home and the Community 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 Rider B attached hereto, 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 Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

14.2. Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

14.3. Materials, Appliances, Decorative and Landscaping Items.

14.3.1. 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.

14.3.2. Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision 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 on the Property or on the surrounding area for any reason. 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 Home: 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.

14.4. Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

15. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to terminate the Agreement and keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

16. 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. 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 Section 9 above.

17. Mediation / Arbitration of Disputes.

17.1. 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 Property, 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; (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 this Agreement on behalf of his or her children and other occupants of the Property 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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.

17.8. 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:

17.8.1. Notwithstanding the requirements of arbitration stated in Section 17.3 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.

17.8.2. 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.

17.8.3. 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.

17.9. 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.

17.10. 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 17.4 ABOVE.

18. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 17 above, 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.**

19. **Deed Restriction.** The provisions of Sections 17 and 18 above shall be: (i) subject to the survival provisions of Section 31 below, (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.

20. **Cooperating Broker and Seller's New Home Consultant.** Unless a Cooperating Broker Agreement indicating otherwise is attached hereto, 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 ("**Buyer Broker**") other than Seller's sales personnel. Buyer will be in default if Buyer fails to close because Buyer is obligated to pay a Buyer Broker and does not have sufficient funds to do so. 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. If Buyer has engaged a Buyer Broker (as indicated on the Purchase Price and Payment Addendum), Buyer acknowledges that Buyer and Buyer Broker were required to provide Seller a copy of the agreement between Buyer and Buyer Broker ("**BBA**") on or before execution of this Agreement. Where a commission is being offered by Seller, timely delivery of the BBA and compliance with the terms of the cooperating broker agreement and Seller's cooperating broker participation policy are conditions to Seller's obligation to pay Buyer Broker a commission. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are agents 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.

21. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY 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 COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, 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 PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY 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 COMMUNITY 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 PROPERTY.

22. **Dangerous Condition; Construction Work.**

22.1. 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 Property 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 Property 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.

22.2. 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 on 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.

22.3. 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.

23. **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.

24. **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.

25. **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.

26. **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.

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

28. **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.

29. **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 2 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).

30. **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.

31. **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 HOME, PUNCH LIST WORK, OR WARRANTY WORK.

32. **Incorporation and Severability.** The explanations and disclaimers set forth in the 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.

33. **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.

34. **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 DOCUMENTS.

35. **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.

36. **Additional Changes.** Notwithstanding Section 35 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 Documents, to change the terms and provisions of this Agreement and/or the 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 and Buyer consents to all such changes. Notwithstanding Section 35 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

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

38. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, 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.

39. **Riders and Addenda.** This Agreement consists of ____ () 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 type="checkbox"/> Rider A (Florida) | <input checked="" type="checkbox"/> Disclosure Summary |
| <input type="checkbox"/> Rider B (Southwest Division) | <input type="checkbox"/> Community Development District Brochure |
| <input type="checkbox"/> Purchase Price and Payment Addendum | <input type="checkbox"/> Cooperating Broker Agreement |
| <input type="checkbox"/> Master Disclosure and Information Addendum | <input type="checkbox"/> FHA/VA Addendum |
| <input checked="" type="checkbox"/> Affiliated Business Arrangement Disclosure Statement* | <input type="checkbox"/> Out of State Non-Solicitation Addendum (Multi-State) |
| <input type="checkbox"/> Election Form Addendum | <input type="checkbox"/> Out of State Non-Solicitation Addendum (New York) |
| <input type="checkbox"/> Insulation Addendum | <input type="checkbox"/> Out of State Non-Solicitation Addendum (New Jersey) |
| <input type="checkbox"/> Indoor Environmental Quality Disclosure | <input type="checkbox"/> Out of State Non-Solicitation Addendum (Puerto Rico) |
| <input type="checkbox"/> Addendum for Natural and Manmade Products | <input type="checkbox"/> Approved Lender Addendum [OPTIONAL] |
| <input type="checkbox"/> Sales Incentive Addendum | <input checked="" type="checkbox"/> Privacy Policy Notice Addendum |
| <input type="checkbox"/> HUD Receipt for Property Report [OPTIONAL] | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> Connected Home Addendum | <input type="checkbox"/> _____ |

*On _____ [Presented Date Field DD/MM/YYYY] 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., 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 _____ [Presented Date Field DD/MM/YYYY].

40. **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._

41. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, a complete set 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.

42. **DISTRICT.** Pursuant to Section 190.048 of Florida Statutes, Seller provides the following notice. **THE COMMUNITY DEVELOPMENT 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.**

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.

SELLER: _____

Buyer
Date: _____

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 _____

Buyer
Date: _____

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

RIDER A
(FLORIDA)

THIS RIDER A (FLORIDA) (this “**Rider A**”) 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 A to the Agreement shall be deemed to include references to this Rider A and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Disclosure Summary.** Prior to execution of the Agreement, Seller provided a Disclosure Summary to Buyer. Such Disclosure Summary is incorporated herein by reference. BUYER SHOULD NOT EXECUTE THE 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 (BUYER) BEFORE EXECUTING THE AGREEMENT (CONTRACT FOR SALE), THE 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. BUYER’S RIGHT TO VOID THE AGREEMENT (CONTRACT) SHALL TERMINATE AT CLOSING.

3. **Deposit.**

3.1 Section 501.1375 of the Florida Statutes requires that the following statement be disclosed to buyers of residential homes:

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO TEN PERCENT (10%) OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY BUYER.

☐ I/We hereby waive my/our rights under Section 501.1375 of the Florida Statutes to have all deposit funds, up to ten percent (10%) of the Total Purchase Price, deposited in an escrow account.

WAIVER: Buyer’s Initials _____

☐ Buyer is electing to have all deposit funds, up to ten percent (10%) of the Total Purchase Price, deposited in an escrow account. Seller intends to use the Deposit funds for construction purposes and has acquired a master surety bond permitting Seller to obtain the immediate release of such deposit funds from the escrow account as provided in Section 501.1375(5) of the Florida Statutes. If Buyer does not waive the right to have the Deposit funds placed in an escrow account, Buyer may be debited at Closing an amount equal to the premium for the applicable portion of the master surety bond securing such Deposit funds.

NON-WAIVER: Buyer’s Initials _____

3.2 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 Home within thirty (30) days from the execution of the Agreement and (ii) Seller may not commence work on the Home 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 date of the 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. Provided, however that the foregoing provisions in this Section 3.2 shall not operate to extend or qualify Seller’s obligation to complete the Home as provided in Section 8 of the Agreement.

Buyer’s Initials _____

4. **Return of Deposit.** In the event the 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.

5. **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.

6. **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.

7. **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.

7.1 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.

7.2 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.

7.3 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:

7.3.1 The overflow of inland or tidal waters.

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

7.3.3 Sustained periods of standing water resulting from rainfall.

8. **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 Home 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 the 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.

9. **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 the Agreement pursuant to Section 553.9085 of the Florida Statutes.

10. **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.

11. **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 the Agreement. All risks associated with all natural occurrences shall be borne by Buyer from and after Closing.

12. **Megan's Law Disclosure/Database Regarding Registered Sex Offenders.** Pursuant to Section 943.0435, Florida Statutes, sexual offenders must complete a registration form at their county sheriff's office. Information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Florida Department of Law Enforcement ("**FDLE**") at www.fdle.state.fl.us. This information will include, if available, the offender's name, the address at which the offender resides, offender's status, and address source information.

Prior to the purchase of a Home in the Community, Buyer may research the database to determine whether there are sex offenders in the area. Seller makes no representations, warranties, or guarantees regarding the presence or absence of registered sex offenders within the Community or in the surrounding area. Seller has no obligation or duty to investigate existing residents or buyers to determine whether they are sex offenders. Buyer is solely responsible for making his or her own investigation. For further information, please contact FDLE.

13. **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 the Agreement. Further, all other provisions of the Agreement respecting disputes remain in full force and effect.

14. **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.

15. **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.

16. **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.

17. **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.

18. **Conveyances to Foreign Entities Act, Sections 692.201-205, Florida Statutes (“Foreign Entities Act”).**

18.1 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.

18.2 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.

18.3 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.

19. **Counterparts.** This Rider A 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 A electronically to the other party.

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

21. **Entire Agreement.** The Agreement, together with this Rider A 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 A 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, 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. **Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed where conditioned space meets unconditioned space 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>
[Location]	[Type]	[Thickness]	R-_____
[Location]	[Type]	[Thickness]	R-_____
[Location]	[Type]	[Thickness]	R-_____
[Location]	[Type]	[Thickness]	R-_____
[Location]	[Type]	[Thickness]	R-_____
[Location - Suppress row if no text value]	[Type]	[Thickness]	R-_____
[Location - Suppress row if no text value]	[Type]	[Thickness]	R-_____
[Location - Suppress row if no text value]	[Type]	[Thickness]	R-_____
[Location - Suppress row if no text value]	[Type]	[Thickness]	R-_____
[Location - Suppress row if no text value]	[Type]	[Thickness]	R-_____

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation. 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	Buyer
Date:_____	Date:_____

Buyer	Buyer
Date:_____	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 60 - 0068

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.

Calusa Country Club 60 - 0068

Affiliated Business Arrangement Disclosure Statement

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

1.

For coverage amounts exceeding the above published rates, please contact Lennar Title, Inc., for a quote.
2.

Charge for title search depends on the property being purchased and the county in which the property is located.
3.

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.
4.

Charge depends on endorsement type and coverage required.
5.

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.
6.

Charge only applies to second mortgages.

Affiliated Business Arrangement Disclosure Statement

SALE OF EXISTING HOME

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>	

THIS CALUSA COUNTRY CLUB 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 Lot _____ of Block _____ of _____ Subdivision/Plat in the community known as _____ (the “**Community**”).

- SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES WITH REGARD TO THE DEVELOPMENT OF HOMESITES IN AND AROUND THE COMMUNITY. HOMESITES IN AND AROUND THE COMMUNITY MAY REMAIN UNDEVELOPED AT THE SOLE DISCRETION OF SELLER, OTHER BUILDERS IN THE COMMUNITY, AND/OR THE DEVELOPER OF THE COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER BEING THE SOLE OR EXCLUSIVE BUILDER WITHIN THE COMMUNITY. SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO DEVELOPER, SELLER, AND/OR OTHER BUILDERS IN THE COMMUNITY CONTINUING TO BUILD IN THE COMMUNITY THROUGH FINAL BUILDOUT AND/OR BUILDING UPON ANY UNDEVELOPED HOMESITE(S). FURTHERMORE, IT IS UNDERSTOOD THAT NO REPRESENTATIONS, ESTIMATES OR PROJECTIONS HAVE BEEN CONVEYED REGARDING THE FINAL BUILDOUT TIME OF ANY UNDEVELOPED HOMESITE(S) OR THE OVERALL COMPLETION SCHEDULE OF THIS COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER CONSTANTLY EVALUATES THE PRICING, DESIGNS, PRODUCT MIX AND AMENITIES OF ITS COMMUNITIES AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING WHETHER SELLER WILL CONTINUE TO BUILD HOMES WITHIN THE COMMUNITY AND BUYER IS NOT RELYING UPON ANY OF THE FOREGOING IN DECIDING TO PURCHASE THE PROPERTY.

- 4.1 Upon conveyance and recording of the Deed to the Property, Buyer will become a member of the Calusa Country Club Master Association, Inc, a Florida not-for-profit corporation (the “**Association**”). Buyer agrees to accept the liability and obligations of such membership. Buyer understands that as a member of the Association, Buyer will be required to pay Assessments (as defined in the Document Book) for the maintenance of the Common Areas (as defined in the Document Book) and for such other uses and purposes as are provided for in the Document Book. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association to record a lien on the Property and to foreclose such lien. Assessments are subject to increases as provided for in the

Association Documents. Seller, the Association, and any other builder cannot estimate the amount or frequency of any such increase.

4.2 Buyer acknowledges that nominees of Seller and/or the Developer may serve as the officers and directors of the Association. The officers and directors and the management company, which may be an affiliate of Seller, are authorized by Buyer to act for and on the behalf of the Association. To the extent authorized in the Association Documents, Seller may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association will be obligated to repay such advances as set forth in the Association Documents.

4.3 Buyer acknowledges that all new construction and modifications of existing construction and exteriors of improvements within the Community are subject to the prior written approval of the Architectural Review Committee of the Association (the "**ARC**"). Buyer agrees to comply with all rules and regulations of the ARC as the same may be amended and exist from time to time.

4.4 **Architectural Review.** The Association Documents currently provide that no improvements shall be commenced upon any homesite, nor shall the exterior color, style and materials of an approved structure on a homesite be altered without the prior written approval of the ARC which is appointed by the Board of Directors of the Association. Improvements constructed by the Seller and the Developer shall be exempt from this requirement. Approval of any work by the ARC shall not constitute an express or implied warranty or representation by the ARC that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner. Decks, fences, pools, patios and exterior color are among the more common, although not the only, improvements for which architectural approval is required. For more information concerning architectural review, Buyer should review the Association Documents contained in the Document Book. Failure to submit plans and specifications to the ARC for approval is a violation of the Association Documents, which may result in sanctions and/or the imposition of fines, and the removal, at Owner expense, of any non-approved modifications.

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

5.1 **Association Assessments.** 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). Buyer acknowledges that the estimated operating budget for the Association is only an estimate of what it will cost to run the 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 Association Assessments for the Home nor the budget is guaranteed. Buyer acknowledges and agrees that the 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 **Initial Contribution.** Buyer acknowledges that among other assessments provided for in the Community Documents, Seller has established an initial contribution for the Community ("**Initial Capital Contribution**").

Buyer acknowledges that at Closing an Initial Contribution in an amount equal to \$_____ (or such amount as determined by Seller, from time to time) is due to Seller. The Initial Contribution may be used by Seller (or Developer, if different) for any reason whatsoever including, without limitation, reimbursing Seller's or Developer's costs in setting up the Association and its costs of deficit funding. Buyer acknowledges and agrees that the Initial Contribution is not to be considered as an advance payment of Association assessments.

5.3 **Resale Contribution.** Buyer acknowledges that the Association may establish a Resale Contribution (as defined in the Document Book). For more information on the Resale Contribution, Buyer should refer to the Document Book.

5.4 **Irrigation Hook-Up Fee.** Buyer acknowledges that there will be an irrigation hook-up fee of \$_____ payable to the Seller, that Buyer is required to pay at Closing.

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

5.6 **Survey Fee.** Buyer acknowledges that there will be a survey fee of \$_____ payable to the Seller, that Buyer is required to pay at Closing.

5.7 **Homesite Maintenance Fee.** Buyer acknowledges that there will be a Homesite Maintenance Fee of \$_____ for a 50' Homesite, \$_____ for a 60' Homesite and/or \$_____ for a 75' Homesite payable quarterly to the Association for landscaping services to the Homesite. Payment will be prorated for the month in which the Closing occurs.

6. **Amenities and Recreational Facilities.** To date, the Developer has not constructed certain amenities and recreational facilities within the Community which may have been contemplated by the Association Documents, including, without limitation, any clubhouse, swimming pool and any other recreational facilities or amenities for the Community. By initialing below, Buyer acknowledges and agrees that Seller makes no representations or assurances

about whether any of the foregoing amenities and recreational facilities will be constructed within the Community and Buyer is not relying upon the construction of any of the foregoing amenities and recreational facilities in deciding to purchase the Property.

Buyer _____ Buyer _____

7. **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 Association.

8. **Golf Course.**

8.1 Some homes 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 Home and the manner in which a golf shot is hit, a golf ball may periodically fly onto the Homesite or the Property or strike the Home. While all homes and in particular homes adjacent to the golf course are subject to being hit by golf balls, homes 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 and the 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 Home or any damages caused by same. Seller strongly encourages Buyer to consider the location of the Home carefully, particularly if this issue is of concern to Buyer. Buyer hereby acknowledges and accepts the following inherent risks associated with the golf course:

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

8.1.2 maintenance activities can be noisy;

8.1.3 the golf course will be periodically heavily fertilized;

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

8.1.5 the golf course may be watered with reclaimed water;

8.1.6 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;

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

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

8.2 Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the 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 Property by Buyer, any other occupants of the 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 Homesite, or that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Homesite 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 and the Association harmless from any and all loss arising from claims by such Buyer, any other occupants or guests of the Property, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Homesite, or for any personal injury or property damage.

8.3 **Private Course.** Although the Calusa Country Club Golf Course ("**Golf Course**") is located within the Community, it is owned by Calusa Country Club, Inc. (the "**Golf Association**") and only members of such golf course may use the golfing facilities. Neither membership in the Association nor ownership or occupancy of the Property shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons who purchase a home with an appurtenant membership to the Golf Association. Buyer acknowledges and agrees that they will not be members of the Golf Association and will not have any privileges associated with such membership.

9. **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 Buyer's Property during the evening hours.

10. **Building and Use Restrictions.** Every homesite is subject to building and use restrictions as set forth in the Association 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. Seller encourages Buyer to carefully review the Association Documents to ensure the long-term quality of life for both Buyer and Buyer's neighbors.

11. **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 Buyer's Home or Homesite, Buyer should contact the county or municipality in which the Home is located for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer or any other Owners of the content or restrictions contained in any local codes or ordinances.

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 Association Documents or any amendments thereto. For more information about pet restrictions, Buyer should refer to the Community Declaration contained in the Document Book.

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 homes in the Community may be rented for any length of time, subject to certain restrictions set forth in the Association Documents. Buyer should review the Association Documents if Buyer has any questions concerning leases and short-term rentals.

15. **Rentals.** From time to time, Seller may market and sell homes in the Community to investors or to buyers (which may be affiliates of Seller) who may not occupy their homes as their primary residence. Seller may also elect to lease, rather than sell, some or all of the homes that it owns within the Community. Consequently, homes in the Community may be leased to or occupied by persons other than their owners.

16. **Flood Zone.** Seller makes no representations relating to whether the Property resides in any 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 Property and should visit www.fema.gov and/or the county or city flood map website where the Property is located. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Buyer of a Home protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency ("**FEMA**") to have the Home re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

17. **Gang/Cluster Mailboxes; Homesite Proximity to Mailbox Facility.**

17.1 **Gang/Cluster Mailboxes.** Buyer hereby acknowledges that the mailboxes serving the homes in Community will be installed as "gang/cluster mailboxes" on the Common Areas. Individual mailboxes will not be installed separately on the Homesite or on any other individual homesites in the Community. Neither the Developer nor the Association will be responsible for any issues whatsoever, including any inconvenience to Buyer which might result from the location, installation, maintenance and use of gang/cluster mailboxes, or the delivery and pick up of mail to and from such gang/cluster mailboxes in the Community, as may be required by the United States Postal Service.

17.2 **Notice of Homesite Proximity to Mailbox Facility.** Certain homesites in the Community are located in close proximity to the Community's gang/cluster mailboxes. Buyer acknowledges that Seller is not responsible for any increased traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts resulting from any homesite's close proximity to the Community mailbox facility and waives any and all claims against Seller.

18. **Irrigation System.**

Buyer acknowledges and agrees that the irrigation system to be provided for the Common Areas utilizes a water supply from a well, lake or other natural source of water. The water from these sources may be non-potable and 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 Home, sidewalks, driveways, or other surrounding areas and that if such treatment system is necessary it shall be paid for by Buyer.

Buyer understands that the Community uses a loop irrigation system. After Closing, if Buyer desires to make any alterations or improvements to the Property that in any way affect the loop irrigation system, then Buyer shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Property. In addition, Buyer shall be obligated to obtain prior written approval of the Association before taking any action that may affect the loop irrigation system. Once the main line is "capped off," Buyer shall then be responsible for his or her own irrigation system for the Property. Any damages to the Property or damage to any other home(s) connected to the loop irrigation system resulting from a Buyer's failure to comply with the terms set forth herein and/or the Document Book shall be the sole responsibility of such non-complying Buyer, and Seller shall not be liable for the

same. Furthermore, Buyer understands that if provided in the Document Book, Buyer may be permitted to install, without limitation, a private fence, patio, and/or screened enclosure ("**Improvement**"), on the Homesite upon the prior written approval of the ARC as set forth in the Association Documents. Before the ARC approves the installation of an Improvement, any portion of the irrigation system that will be affected by any such Improvement shall be re-routed, if necessary, by a professional irrigation company at Buyer's sole cost and expense. In order for the ARC to approve the installation of a proposed Improvement, a letter or other acceptable evidence by a professional irrigation company must be given to the ARC at least ten (10) days before the Improvement installation setting forth that the Community drainage system will not be affected by the re-routing of the irrigation system required as a result of such Installation. Should Buyer install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then the Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Buyer, all as further provided in the Association Documents. Notwithstanding the foregoing, Buyer shall be solely responsible at Buyer's sole cost and expense for maintaining any portion of the irrigation system that is inaccessible from exterior portions of the Homesite.

19. **Utilities.**

19.1 Buyer acknowledges that no septic tanks shall be permitted within the Community. No wells shall be installed without the express written consent of the ARC and all other applicable government agencies.

19.2 Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water catch basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever. Overflow swales are generally only utilized for overflow storm water capacity as a result of water drainage. Electrical transformers may only be landscaped to the extent permission is given by the utility provider. In some cases, water may flow from one homesite to another. State law may provide that the owner of the homesite receiving water is required to accept the water flow and may not impede the flow of this water. In addition, the Property will be graded to provide for reasonable drainage away from the Home's foundation. The vast majority of foundation problems are caused by insufficient drainage or lack of watering of soil around the foundation. Buyer should keep Buyer's lawn well watered to maintain consistent moisture content and avoid excess wetness, dryness or cracking of soil. The construction of curbs, decks, retaining walls, pools, spas, patios, landscape edging and similar items can also trap water within the yard area and cause structural damage to the Home's foundation. Seller strongly recommends that Buyer consult with a licensed landscape architect and civil engineer before performing any work or making any changes that may affect the existing drainage pattern.

19.3 Manatee County provides water to the Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Community. 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.

19.4 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. Because Seller values Buyer's safety and that of Buyer's neighbors, no excavation or trenching should be done without first calling the utility companies for the location of buried utilities. There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the utility companies may be illegal, is dangerous and can result in severe personal injury or death to Buyer and Buyer's neighbors and can also result in severe property damage to homes, property and utility equipment.

20. **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 Homesite or the timing and availability of the corresponding utilities services ("**Utilities Services**") to the Homesite. Applicable governmental authorities are responsible for regulation of the Utility Structures and those certain companies that provide Utilities Services to the Homesite and the other homesites in the Community (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 Community. The Utility Companies have been afforded certain additional rights in accordance with utility easements (rights-of-way), agreements affecting the Homesite relating to telephone, cable, gas or electric lines, and reservations on any plat of the Community. 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 depicted and described easement areas. If a Utility Structure (existing, planned or future) is located in front of the Home, Seller cannot remove or relocate it. Buyer understands that as of the date of Buyer's execution of this Addendum, the Community may not be completely built out, and all of the Utility Structures planned for the Homesite and the Community 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 Homesite. 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.

21. **Waterbodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATERBODIES WITHIN THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE GRADIENT FOR ANY WATER MAY BE STEEP SUCH THAT WADING OR WALKING NEAR THE SHORES OF ANY SUCH BODIES OF WATER IS DANGEROUS.

22. **Surface Water Management System.** Buyer acknowledges that the Community's surface water management system, which includes, without limitation: inlets, culverts, exfiltration trenches and a dry detention area, shall be operated, repaired and maintained by the Association or the Stewardship District (as defined hereinafter) as permitted by the Southwest Florida Water Management District ("**Water Management District**"). No person shall alter the drainage flow of the surface water management system, or place or construct improvements therein or over any easement without the prior written approval of the Water Management District and/or the Stewardship District.

23. **Wetland Conservation and Preservation Areas.** Certain homesites may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by plat and/or protected by a conservation easement (collectively, the "**Wetland Conservation Areas**"). The Preservation Areas shall be used for surface water management, water quality enhancement, protection of wildlife habitat and mitigation of adverse environmental impact. The Seller/Developer, the Association and/or the Stewardship District shall be responsible for implementing all necessary and appropriate measures to minimize any adverse effects to the Preservation Areas and protected wildlife species, including the recordation of conservation easements. No Owner or builder in the Community may construct or maintain any building, residence, structure or undertake or perform any activity in the Wetland Conservation Areas. In addition, there are restrictions relating to the Wetland Conservation Areas and certain activities are prohibited within such areas in order to ensure that the Wetland Conservation Areas are not altered from their natural state. Such restrictions include, but are not limited to the following: removing native vegetation (including cattails) by dredging, the application of herbicide, cutting, and the introduction of grass carp); construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities or other structures above ground; dumping or placing of soil or other substances as landfill or the placing of trash, waste or unsightly or offensive materials; removal or destruction of trees, shrubs or other vegetation; etc. For additional information about these and other restrictions relating to the Wetland Conservation Areas, Buyer should review the Community Documents and Title Documents and contact the Association and/or the Water Management District.

24. **Prices/Market Values.** Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes they build in the Community. Seller and any other builder in the Community may, at their sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Property, the prices for any subsequent changes or upgrades to the Home 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 Property or options in the Home will be increased or decreased for other buyers of identical or similar homes 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 Property, 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 Property.

25. **Construction and Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community will likely occur after Buyer has taken occupancy of Buyer's Home. 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 Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances how long the Community model homes will be used as models or for sales and marketing. Homesites across the street or next to the model homes may remain undeveloped until Seller determines that these homesites are no longer needed for sales and marketing purposes.

26. **Views.** Future development and construction activities in the Community can and will modify the view from homesites (including but not limited to the Homesite). Trees and other foliage may be added or removed from lots or common areas of the Community. Additional housing and other improvements will be added within the Community. Because future development and construction activities in the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Property.

27. **Streetlights.** Numerous streetlights may be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. The size, location, placement, light output, installation and design of streetlights within the Community 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 homes or obstruct views from homes in the Community, and that streetlights may be bright enough to be seen from Buyer's Property during the evening hours. Buyer assumes the liability for any impact caused by streetlights that are visible from or generate light in and to Buyer's Property. Buyer should contact the Utility Companies directly for further information concerning the streetlights in the Community.

28. **Trees and Foliage.** The Community contains numerous native trees of various sizes and varieties. While care has been taken during the planning and construction of 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 Community or Buyer's Homesite, 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 on the Homesite being purchased or any other homesite or common area in the Community will not be removed. All care and maintenance of foliage on an individual homesite is the responsibility of the Owner, and Seller does not guarantee or warranty the survival of any foliage. The local county or municipality may have adopted a Tree Ordinance regulating the removal of any tree over a certain size. Before removing a tree, Buyer should contact the appropriate governmental authorities to ensure that its compliance with local regulations. The Community Declaration may also contain restrictions regarding the removal of any tree over a certain size. Buyer should review the Document Book and contact the Association to ensure compliance with its regulations.

29. **Hurricanes/Tropical Storms.** 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 hurricane. Seller cannot guarantee the Home, its structure or features will not be impacted by hurricane and/or tropical storm conditions. Buyer should review its applicable homeowner's and/or flood insurance policy(s) and consult an 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.

30. **Facilities and Conditions Affecting Homesites.**

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

30.2 Seller advises Buyer that some of the homesites (including but not limited to the Homesite) 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.

30.3 **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 a Lot, Unit or Parcel in the Community, each Lot Owner recognizes these rights and agrees that the Owner 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.

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

30.5 **Road Improvements.** The State of Florida currently has plans for improvements to State Road 70 from the 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.

30.6 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.

30.7 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.

30.8 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.

30.9 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.

30.10 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.

30.11 Property North of the Community. Bradenton Motorsports Park ("Dragstrip") and the Freedom Factory Raceway ("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.

30.12 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. .

30.13 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.

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

30.15 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.

30.16 Development of Adjacent Property. Buyer acknowledges that the Developer's current development plans for the Community where the Home and Homesite 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.

30.17 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.

31. 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 Home. 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 Home 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.

32. Limited Number of Onsite Overflow and Guest Parking Spaces. The availability of overflow and guest parking spaces within the Community is limited. Seller's designation of parking space(s) for Buyer's Property and for all other homes and homesites in the Community conforms with underlying governmental requirements and the approved Master Site Plan. Seller cannot guarantee that the parking needs of multiple Owners, family members, tenants, occupants, guests and invitees of the Community will be fully accommodated at all times due to the limited number of onsite overflow and guest parking spaces. Moreover, the Association shall each have rights to enforce Community parking restrictions regarding guest parking pursuant to the provisions of the Community Documents. Seller makes no representations or warranties regarding the availability of onsite guest and overflow parking for all Owners, family members, tenants, occupants, guests and invitees at any given time.

33. Disclaimer Regarding Security Services. Neither the Declarant, the Association, nor the Seller are responsible for providing security or security services for the Community. All persons using or occupying any portion of the Community are responsible for their own security and the security of their own property. Neither the Declarant, the 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 Declarant nor 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 Community. For more information, Buyer should refer the Association Documents.

34. **Risk of Unauthorized Cyber Access.** Certain devices, machines, appliances, equipment or systems ("**Devices**") which are installed in the Home 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 Home, 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 Home, 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.

35. **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.

36. **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.

37. **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.

38. **Land Use and Title Documents.** Buyer by its acceptance of a Deed to the Property acknowledges that such Property is subject to certain title and land use documents and all related amendments, which may include, among other items, Association Documents, other documents affecting title to the Property recorded in the Public Records of the County in which the Property 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 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 Owners other than Seller, Seller by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, 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 Property: (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.

39. **Telecommunications Services.** The Association or Declarant may enter into one or more contracts for the provision of one or more Telecommunications Services (as defined in the Community Declaration) for all or part of the Community. The Association may grant each Telecommunications Provider (as defined in the Community Declaration), a perpetual, right, privilege, easement and right-of-way across, over, under and upon the Community for the installation, construction, inspection, maintenance, improvement, repair and replacement of the Telecommunications Systems (as defined in the Community Declaration). If any such contract is entered into for the provision of Telecommunications Services to the Community, the amounts payable to such Telecommunications Providers shall be part of the operating costs of the Association and shall be assessed as a part of the assessments. Buyer acknowledges that the expense of any Telecommunications Services may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by Owners that are not subject to a homeowner's association. For more information on Telecommunications Services, Buyer should refer to the Document Book.

40. **Bulk Service Agreements.** The 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 Developer 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 Association for the provision of Services each month for the Bulk Services delivered to all Homes in the Community, and the Association assesses a monthly Bulk Services fee (“**Bulk Service Fee**”) to individual Association members. The terms of any Bulk Services arrangement will be set forth in a Bulk Services Agreement between the 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 Home. 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 Buyer’s Home. 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 Home. 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.

41. **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 Property) 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.**

42. **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.

42.1 **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

42.2 **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 A 50’ HOMESITE, \$_____ FOR A 60’ HOMESITE, AND/OR \$_____ FOR A 75’ HOMESITE (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.

42.3 **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.

42.4 **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 HOMESITE. 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.

42.5 **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.

42.6 **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.

42.7 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.

43. **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.

44. **Buyer Acknowledgment Regarding Draft Declaration(s).** Buyer hereby acknowledges that as of the date hereof, the Community 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 Community Declaration prior to recording or, pursuant to the amendment provisions thereof, after recording. Consequently, the Community 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 Community Declaration on or prior to the Closing by submitting a written request to Seller or its closing agent.

45. **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.

46. **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.

47. **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: _____

**CALUSA COUNTRY CLUB
MASTER DISCLOSURE AND INFORMATION ADDENDUM
TO PURCHASE AND SALE AGREEMENT
FLORIDA**

(FOR GOLF HOMESITES ONLY)

THIS CALUSA COUNTRY CLUB 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 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. **Community.** The Property lies within the Community. This Addendum explains certain terms which are applicable to the purchase of Property within the Community, and certain obligations of each owner (each an “**Owner**”) of a Homesite and Home within the Community. Seller, the developer, the declarant under any Association Documents (the “**Declarant**”), and any other builder in the Community, shall have the right, without notice to Buyer, to make changes to, among other things, number of homes being built, size and style of homes being built, features and materials in homes being built, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), number and size of homesites, street layout, amenity layout, golf course layout, golf course management and usage (if applicable), location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community. Seller makes no representations or warranties that the Community will be built out exactly as currently planned and, if the Seller is the developer of the Community (hereinafter the “**Developer**”), 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 community development may be modified or updated in the future.

SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES WITH REGARD TO THE DEVELOPMENT OF HOMESITES IN AND AROUND THE COMMUNITY. HOMESITES IN AND AROUND THE COMMUNITY MAY REMAIN UNDEVELOPED AT THE SOLE DISCRETION OF SELLER, OTHER BUILDERS IN THE COMMUNITY, AND/OR THE DEVELOPER OF THE COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER BEING THE SOLE OR EXCLUSIVE BUILDER WITHIN THE COMMUNITY. SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO DEVELOPER, SELLER, AND/OR OTHER BUILDERS IN THE COMMUNITY CONTINUING TO BUILD IN THE COMMUNITY THROUGH FINAL BUILDOUT AND/OR BUILDING UPON ANY UNDEVELOPED HOMESITE(S). FURTHERMORE, IT IS UNDERSTOOD THAT NO REPRESENTATIONS, ESTIMATES OR PROJECTIONS HAVE BEEN CONVEYED REGARDING THE FINAL BUILDOUT TIME OF ANY UNDEVELOPED HOMESITE(S) OR THE OVERALL COMPLETION SCHEDULE OF THIS COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER CONSTANTLY EVALUATES THE PRICING, DESIGNS, PRODUCT MIX AND AMENITIES OF ITS COMMUNITIES AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING WHETHER SELLER WILL CONTINUE TO BUILD HOMES WITHIN THE COMMUNITY AND BUYER IS NOT RELYING UPON ANY OF THE FOREGOING IN DECIDING TO PURCHASE THE PROPERTY.

3. **Document Book.** Buyer acknowledges receipt of the “**Document Book**” for the Community as follows:

3.1 Buyer acknowledges receipt of, and agrees to be bound by, the Declaration for Calusa Country Club (the “**Community Declaration**”), 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 (collectively, the “**Community Documents**”). Buyer acknowledges and agrees that title to the Property will be subject to the Community Documents.

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

3.3 The Golf Club Documents and the Community Documents (together as the “**Association Documents**”) are included in the Document Book. Buyer acknowledges the provisions of the Document Book are fair and reasonable.

4. **Association Memberships.**

4.1 Upon conveyance and recording of the Deed to the Property, Buyer will become a member of the Calusa Country Club Master Association, Inc, a Florida not-for-profit corporation (the “**Association**”) and a member

of the Calusa Country Club, Inc., a Florida not-for-profit corporation (the “**Golf Association**”). Buyer agrees to accept the liability and obligations of such memberships. Buyer understands that as a member of the Association and Golf Association, Buyer will be required to pay Assessments (as defined in the Document Book) for the maintenance of the Common Areas (as defined in the Document Book) and for such other uses and purposes as are provided for in the Document Book. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association and/or Golf Association to record a lien on the Property and to foreclose such lien. Assessments are subject to increases as provided for in the Association Documents. Seller, the Association, 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 and/or the Developer may serve as the officers and directors of the Association or the Golf Association. The officers and directors and the management company, which may be an affiliate of Seller, are authorized by Buyer to act for and on the behalf of the Association and Golf Association. To the extent authorized in the Association Documents, Seller may, but is not required to, advance monies to the Association and/or Golf Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association and/or the Golf Association will be obligated to repay such advances as set forth in the Association Documents.

4.3 Buyer acknowledges that all new construction and modifications of existing construction and exteriors of improvements within the Community are subject to the prior written approval of the Architectural Review Committee of the Association (the “**ARC**”). Buyer agrees to comply with all rules and regulations of the ARC as the same may be amended and exist from time to time.

4.4 Architectural Review. The Association Documents currently provide that no improvements shall be commenced upon any homesite, nor shall the exterior color, style and materials of an approved structure on a homesite be altered without the prior written approval of the ARC which is appointed by the Board of Directors of the Association. Improvements constructed by the Seller and the Developer shall be exempt from this requirement. Approval of any work by the ARC shall not constitute an express or implied warranty or representation by the ARC that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner. Decks, fences, pools, patios and exterior color are among the more common, although not the only, improvements for which architectural approval is required. For more information concerning architectural review, Buyer should review the Association Documents contained in the Document Book. Failure to submit plans and specifications to the ARC for approval is a violation of the Association Documents, which may result in sanctions and/or the imposition of fines, and the removal, at Owner expense, of any non-approved modifications.

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

5.1 Association Assessments. 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). Buyer acknowledges that the estimated operating budget for the Association is only an estimate of what it will cost to run the 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 Association Assessments for the Home nor the budget is guaranteed. Buyer acknowledges and agrees that the 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 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). Buyer acknowledges that the estimated operating budget for the Golf 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 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 Initial Contribution. Buyer acknowledges that among other assessments provided for in the Community Documents, Seller has established an initial contribution for the Community (“**Initial Capital Contribution**”).

Buyer acknowledges that at Closing an Initial Contribution in an amount equal to \$_____ (or such amount as determined by Seller, from time to time) is due to Seller. The Initial Contribution may be used by Seller (or Developer, if different) for any reason whatsoever including, without limitation, reimbursing Seller’s or Developer’s costs in setting up the Association and its costs of deficit funding. Buyer acknowledges and agrees that the Initial Contribution is not to be considered as an advance payment of Association assessments.

5.4 Golf Initial Contribution. Buyer acknowledges that among other assessments provided for in the Community Documents, Seller has established an initial contribution for the Community (“**Golf Initial Capital Contribution**”). Buyer acknowledges that at Closing an Initial Contribution in an amount equal to \$_____ (or such amount as determined by Seller, from time to time) is due to Seller. The Golf Initial Contribution may be

used by Seller (or Developer, if different) for any reason whatsoever including, without limitation, reimbursing Seller's or Developer's costs in setting up the Association and its costs of deficit funding. Buyer acknowledges and agrees that the Initial Contribution is not to be considered as an advance payment of Association assessments.

5.5 Resale Contribution. Buyer acknowledges that the Association and/or Golf Association may establish a Resale Contribution (as defined in the Document Book). For more information on the Resale Contribution, Buyer should refer to the Document Book.

5.6 Irrigation Hook-Up Fee. Buyer acknowledges that there will be an irrigation hook-up fee of \$_____ payable to the Seller, that Buyer is required to pay at Closing.

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

5.8 Survey Fee. Buyer acknowledges that there will be a survey fee of \$_____ payable to the Seller, that Buyer is required to pay at Closing.

5.9 Homesite Maintenance Fee. Buyer acknowledges that there will be a Homesite Maintenance Fee of \$_____ for a 50' Homesite, \$_____ for a 60' Homesite and/or \$_____ for a 75' Homesite payable quarterly to the Association for landscaping services to the Homesite. Payment will be prorated for the month in which the Closing occurs.

6. Amenities and Recreational Facilities. To date, the Developer has not constructed certain amenities and recreational facilities within the Community which may have been contemplated by the Association Documents, including, without limitation, any clubhouse, swimming pool and any other recreational facilities or amenities for the Community. By initialing below, Buyer acknowledges and agrees that Seller makes no representations or assurances about whether any of the foregoing amenities and recreational facilities will be constructed within the Community and Buyer is not relying upon the construction of any of the foregoing amenities and recreational facilities in deciding to purchase the Property.

Buyer _____ Buyer _____

7. 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 Association.

8. Golf Course.

8.1 Some homes 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 Home and the manner in which a golf shot is hit, a golf ball may periodically fly onto the Homesite or the Property or strike the Home. While all homes and in particular homes adjacent to the golf course are subject to being hit by golf balls, homes 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 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 Home or any damages caused by same. Seller strongly encourages Buyer to consider the location of the Home carefully, particularly if this issue is of concern to Buyer. Buyer hereby acknowledges and accepts the following inherent risks associated with the golf course:

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

8.1.2 maintenance activities can be noisy;

8.1.3 the golf course will be periodically heavily fertilized;

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

8.1.5 the golf course may be watered with reclaimed water;

8.1.6 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;

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

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

8.2 Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the 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 Property by Buyer, any other occupants of the 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 Homesite, or that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Homesite 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 and the Golf Association harmless from any and all loss arising from claims by such Buyer, any other occupants or guests of the Property, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Homesite, or for any personal injury or property damage.

9. **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 Buyer's Property during the evening hours.

10. **Building and Use Restrictions.** Every homesite is subject to building and use restrictions as set forth in the Association 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. Seller encourages Buyer to carefully review the Association Documents to ensure the long-term quality of life for both Buyer and Buyer's neighbors.

11. **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 Buyer's Home or Homesite, Buyer should contact the county or municipality in which the Home is located for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer or any other Owners of the content or restrictions contained in any local codes or ordinances.

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 Association Documents or any amendments thereto. For more information about pet restrictions, Buyer should refer to the Community Declaration contained in the Document Book.

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 homes in the Community may be rented for any length of time, subject to certain restrictions set forth in the Association Documents. Buyer should review the Association Documents if Buyer has any questions concerning leases and short-term rentals.

15. **Rentals.** From time to time, Seller may market and sell homes in the Community to investors or to buyers (which may be affiliates of Seller) who may not occupy their homes as their primary residence. Seller may also elect to lease, rather than sell, some or all of the homes that it owns within the Community. Consequently, homes in the Community may be leased to or occupied by persons other than their owners.

16. **Flood Zone.** Seller makes no representations relating to whether the Property resides in any 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 Property and should visit www.fema.gov and/or the county or city flood map website where the Property is located. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Buyer of a Home protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency ("FEMA") to have the Home re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

17. **Gang/Cluster Mailboxes; Homesite Proximity to Mailbox Facility.**

17.1 **Gang/Cluster Mailboxes.** Buyer hereby acknowledges that the mailboxes serving the homes in Community will be installed as "gang/cluster mailboxes" on the Common Areas. Individual mailboxes will not be installed separately on the Homesite or on any other individual homesites in the Community. Neither the Developer nor the Association will be responsible for any issues whatsoever, including any inconvenience to Buyer which might result from the location, installation, maintenance and use of gang/cluster mailboxes, or the delivery and pick up of mail to and from such gang/cluster mailboxes in the Community, as may be required by the United States Postal Service.

17.2 **Notice of Homesite Proximity to Mailbox Facility.** Certain homesites in the Community are located in close proximity to the Community's gang/cluster mailboxes. Buyer acknowledges that Seller is not responsible for

any increased traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts resulting from any homesite's close proximity to the Community mailbox facility and waives any and all claims against Seller.

18. **Irrigation System.** Buyer acknowledges and agrees that the irrigation system to be provided for the Common Areas utilizes a water supply from a well, lake or other natural source of water. The water from these sources may be non-potable and 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 Home, sidewalks, driveways, or other surrounding areas and that if such treatment system is necessary, it shall be paid for by Buyer.

Buyer understands that the Community uses a loop irrigation system. After Closing, if Buyer desires to make any alterations or improvements to the Property that in any way affect the loop irrigation system, then Buyer shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Property. In addition, Buyer shall be obligated to obtain prior written approval of the Association before taking any action that may affect the loop irrigation system. Once the main line is "capped off," Buyer shall then be responsible for his or her own irrigation system for the Property. Any damages to the Property or damage to any other home(s) connected to the loop irrigation system resulting from a Buyer's failure to comply with the terms set forth herein and/or the Document Book shall be the sole responsibility of such non-complying Buyer, and Seller shall not be liable for the same. Furthermore, Buyer understands that if provided in the Document Book, Buyer may be permitted to install, without limitation, a private fence, patio, and/or screened enclosure ("**Improvement**"), on the Homesite upon the prior written approval of the ARC as set forth in the Association Documents. Before the ARC approves the installation of an Improvement, any portion of the irrigation system that will be affected by any such Improvement shall be re-routed, if necessary, by a professional irrigation company at Buyer's sole cost and expense. In order for the ARC to approve the installation of a proposed Improvement, a letter or other acceptable evidence by a professional irrigation company must be given to the ARC at least ten (10) days before the Improvement installation setting forth that the Community drainage system will not be affected by the re-routing of the irrigation system required as a result of such Installation. Should Buyer install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then the Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Buyer, all as further provided in the Association Documents. Notwithstanding the foregoing, Buyer shall be solely responsible at Buyer's sole cost and expense for maintaining any portion of the irrigation system that is inaccessible from exterior portions of the Homesite.

19. **Utilities.**

19.1 Buyer acknowledges that no septic tanks shall be permitted within the Community. No wells shall be installed without the express written consent of the ARC and all other applicable government agencies.

19.2 Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water catch basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever. Overflow swales are generally only utilized for overflow storm water capacity as a result of water drainage. Electrical transformers may only be landscaped to the extent permission is given by the utility provider. In some cases, water may flow from one homesite to another. State law may provide that the owner of the homesite receiving water is required to accept the water flow and may not impede the flow of this water. In addition, the Property will be graded to provide for reasonable drainage away from the Home's foundation. The vast majority of foundation problems are caused by insufficient drainage or lack of watering of soil around the foundation. Buyer should keep Buyer's lawn well watered to maintain consistent moisture content and avoid excess wetness, dryness or cracking of soil. The construction of curbs, decks, retaining walls, pools, spas, patios, landscape edging and similar items can also trap water within the yard area and cause structural damage to the Home's foundation. Seller strongly recommends that Buyer consult with a licensed landscape architect and civil engineer before performing any work or making any changes that may affect the existing drainage pattern.

19.3 Manatee County provides water to the Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Community. 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.

19.4 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. Because Seller values Buyer's safety and that of Buyer's neighbors, no excavation or trenching should be done without first calling the utility companies for the location of buried utilities. There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the utility companies may be illegal, is dangerous and can result in severe personal injury or death to Buyer and Buyer's neighbors and can also result in severe property damage to homes, property and utility equipment.

20. **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 Homesite or the timing and availability of the corresponding utilities services ("**Utilities Services**") to the Homesite. Applicable governmental authorities are

responsible for regulation of the Utility Structures and those certain companies that provide Utilities Services to the Homesite and the other homesites in the Community (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 Community. The Utility Companies have been afforded certain additional rights in accordance with utility easements (rights-of-way), agreements affecting the Homesite relating to telephone, cable, gas or electric lines, and reservations on any plat of the Community. 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 depicted and described easement areas. If a Utility Structure (existing, planned or future) is located in front of the Home, Seller cannot remove or relocate it. Buyer understands that as of the date of Buyer's execution of this Addendum, the Community may not be completely built out, and all of the Utility Structures planned for the Homesite and the Community 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 Homesite. 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.

21. **Waterbodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATERBODIES WITHIN THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THE ASSOCIATION OR THE GOLF ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE GRADIENT FOR ANY WATER MAY BE STEEP SUCH THAT WADING OR WALKING NEAR THE SHORES OF ANY SUCH BODIES OF WATER IS DANGEROUS.

22. **Surface Water Management System.** Buyer acknowledges that the Community's surface water management system, which includes, without limitation: inlets, culverts, exfiltration trenches and a dry detention area, shall be operated, repaired and maintained by the Association or the Stewardship District (as defined hereinafter) as permitted by the Southwest Florida Water Management District ("Water Management District"). No person shall alter the drainage flow of the surface water management system, or place or construct improvements therein or over any easement without the prior written approval of the Water Management District and/or the Stewardship District.

23. **Wetland Conservation and Preservation Areas.** Certain homesites may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by plat and/or protected by a conservation easement (collectively, the "Wetland Conservation Areas"). The Preservation Areas shall be used for surface water management, water quality enhancement, protection of wildlife habitat and mitigation of adverse environmental impact. The Seller/Developer, the Association and/or the Stewardship District shall be responsible for implementing all necessary and appropriate measures to minimize any adverse effects to the Preservation Areas and protected wildlife species, including the recordation of conservation easements. No Owner or builder in the Community may construct or maintain any building, residence, structure or undertake or perform any activity in the Wetland Conservation Areas. In addition, there are restrictions relating to the Wetland Conservation Areas and certain activities are prohibited within such areas in order to ensure that the Wetland Conservation Areas are not altered from their natural state. Such restrictions include, but are not limited to the following: removing native vegetation (including cattails) by dredging, the application of herbicide, cutting, and the introduction of grass carp); construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities or other structures above ground; dumping or placing of soil or other substances as landfill or the placing of trash, waste or unsightly or offensive materials; removal or destruction of trees, shrubs or other vegetation; etc. For additional information about these and other restrictions relating to the Wetland Conservation Areas, Buyer should review the Community Documents and Title Documents and contact the Association and/or the Water Management District.

24. **Prices/Market Values.** Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes they build in the Community. Seller and any other builder in the Community may, at their sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Property, the prices for any subsequent changes or upgrades to the Home 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 Property or options in the Home will be increased or decreased for other buyers of identical or similar homes 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 Property, 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 Property.

25. **Construction and Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community will likely occur after Buyer has taken occupancy of Buyer's Home. 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 Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances how long the Community model homes will be used as models or for sales and marketing. Homesites across the street or next to the model homes may remain undeveloped until Seller determines that these homesites are no longer needed for sales and marketing purposes.

26. **Views.** Future development and construction activities in the Community can and will modify the view from homesites (including but not limited to the Homesite). Trees and other foliage may be added or removed from lots or common areas of the Community. Additional housing and other improvements will be added within the Community. Because future development and construction activities in the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Property.

27. **Streetlights.** Numerous streetlights may be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. The size, location, placement, light output, installation and design of streetlights within the Community 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 homes or obstruct views from homes in the Community, and that streetlights may be bright enough to be seen from Buyer's Property during the evening hours. Buyer assumes the liability for any impact caused by streetlights that are visible from or generate light in and to Buyer's Property. Buyer should contact the Utility Companies directly for further information concerning the streetlights in the Community.

28. **Trees and Foliage.** The Community contains numerous native trees of various sizes and varieties. While care has been taken during the planning and construction of 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 Community or Buyer's Homesite, 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 on the Homesite being purchased or any other homesite or common area in the Community will not be removed. All care and maintenance of foliage on an individual homesite is the responsibility of the Owner, and Seller does not guarantee or warranty the survival of any foliage. The local county or municipality may have adopted a Tree Ordinance regulating the removal of any tree over a certain size. Before removing a tree, Buyer should contact the appropriate governmental authorities to ensure that its compliance with local regulations. The Community Declaration may also contain restrictions regarding the removal of any tree over a certain size. Buyer should review the Document Book and contact the Association to ensure compliance with its regulations.

29. **Hurricanes/Tropical Storms.** 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 hurricane. Seller cannot guarantee the Home, its structure or features will not be impacted by hurricane and/or tropical storm conditions. Buyer should review its applicable homeowner's and/or flood insurance policy(s) and consult an 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.

30. **Facilities and Conditions Affecting Homesites.**

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

30.2 Seller advises Buyer that some of the homesites (including but not limited to the Homesite) 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.

30.3 **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 a Lot, Unit or Parcel in the Community, each Lot Owner recognizes these rights and agrees that the Owner 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.

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

30.5 Road Improvements. The State of Florida currently has plans for improvements to State Road 70 from the 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.

30.6 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.

30.7 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.

30.8 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.

30.9 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.

30.10 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.

30.11 Property North of the Community. Bradenton Motorsports Park ("Dragstrip") and the Freedom Factory Raceway ("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.

30.12 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.

30.13 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.

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

30.15 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.

30.16 Development of Adjacent Property. Buyer acknowledges that the Developer's current development plans for the Community where the Home and Homesite 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.

30.17 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.

31. 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 Home. 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 Home 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.

32. **Limited Number of Onsite Overflow and Guest Parking Spaces.** The availability of overflow and guest parking spaces within the Community is limited. Seller's designation of parking space(s) for Buyer's Property and for all other homes and homesites in the Community conforms with underlying governmental requirements and the approved Master Site Plan. Seller cannot guarantee that the parking needs of multiple Owners, family members, tenants, occupants, guests and invitees of the Community will be fully accommodated at all times due to the limited number of onsite overflow and guest parking spaces. Moreover, the Association shall each have rights to enforce Community parking restrictions regarding guest parking pursuant to the provisions of the Community Documents. Seller makes no representations or warranties regarding the availability of onsite guest and overflow parking for all Owners, family members, tenants, occupants, guests and invitees at any given time.

33. **Disclaimer Regarding Security Services.** Neither the Declarant, the Association, nor the Seller are responsible for providing security or security services for the Community. All persons using or occupying any portion of the Community are responsible for their own security and the security of their own property. Neither the Declarant, the 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 Declarant nor 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 Community. For more information, Buyer should refer the Association Documents.

34. **Risk of Unauthorized Cyber Access.** Certain devices, machines, appliances, equipment or systems ("**Devices**") which are installed in the Home 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 Home, 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 Home, 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.

35. **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.

36. **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.

37. **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.

38. **Land Use and Title Documents.** Buyer by its acceptance of a Deed to the Property acknowledges that such Property is subject to certain title and land use documents and all related amendments, which may include, among other items, Association Documents, other documents affecting title to the Property recorded in the Public Records of the County in which the Property 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 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 Owners other than Seller, Seller by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, 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 Property: (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.

39. **Telecommunications Services.** The Association or Declarant may enter into one or more contracts for the provision of one or more Telecommunications Services (as defined in the Community Declaration) for all or part of

the Community. The Association may grant each Telecommunications Provider (as defined in the Community Declaration), a perpetual, right, privilege, easement and right-of-way across, over, under and upon the Community for the installation, construction, inspection, maintenance, improvement, repair and replacement of the Telecommunications Systems (as defined in the Community Declaration). If any such contract is entered into for the provision of Telecommunications Services to the Community, the amounts payable to such Telecommunications Providers shall be part of the operating costs of the Association and shall be assessed as a part of the assessments. Buyer acknowledges that the expense of any Telecommunications Services may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by Owners that are not subject to a homeowner's association. For more information on Telecommunications Services, Buyer should refer to the Document Book.

40. **Bulk Service Agreements.** The 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 Developer 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 Association for the provision of Services each month for the Bulk Services delivered to all Homes in the Community, and the Association assesses a monthly Bulk Services fee (“**Bulk Service Fee**”) to individual Association members. The terms of any Bulk Services arrangement will be set forth in a Bulk Services Agreement between the 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 Home. 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 Buyer’s Home. 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 Home. 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.

41. **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 Property) 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.**

42. **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.

42.1 **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

42.2 **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 A 50’ HOMESITE, \$_____ FOR A 60’ HOMESITE, AND/OR \$_____ FOR A 75’ HOMESITE (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.

42.3 **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.

42.4 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 HOMESITE. 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.

42.5 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.

42.6 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.

42.7 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.

43. 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.

44. Buyer Acknowledgment Regarding Draft Declaration(s). Buyer hereby acknowledges that as of the date hereof, the Community 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 Community Declaration and the Golf Declaration prior to recording or, pursuant to the amendment provisions thereof, after recording. Consequently, the Community Declaration and 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 Community Declaration and Golf Declaration on or prior to the Closing by submitting a written request to Seller or its closing agent.

45. 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.

46. **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.
47. **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: _____

**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: _____

POOL ADDENDUM

THIS POOL 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 Lot _____ of Block _____ of _____ Subdivision, 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 every other addendum and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Construction of Pool.** Buyer has requested that Seller construct a pool (the “Pool”) as part of the Home. Seller has agreed to construct the Pool in accordance with the specifications delivered to Buyer under separate cover (the “Specifications”). Buyer shall initial Specifications upon receipt and return initialed Specifications to Seller to attach hereto as Exhibit A.
3. **Location.** The Pool shall be located on the Home as may be necessary due to Homesite configuration, set-back requirements, easements, building code requirements, and lot size. Seller does not guarantee the exact location of the Pool.
4. **Pool Plan.** The plan for the pool (the “Pool Plan”) and related improvements delivered to Buyer under separate cover. Buyer shall initial Pool Plan upon receipt and return initialed Pool Plan to Seller to attach hereto as Exhibit B.

Buyer(s) Initials _____

5. **Purchase Price.** The purchase price for the Pool reflected in the Agreement does not include raised beams, retaining walls or site work for construction of the Pool, if needed due to the elevation of the Home, unless otherwise specified on the Pool Plan.
6. **Residential Swimming Pool Safety Act Disclosure.** Pursuant to Section 515.33 of the Florida Statutes, by signing below Buyer acknowledges receipt of (1) a copy of Chapter 515 of the Florida Statutes which is attached hereto as Exhibit C, and (2) a publication regarding drowning prevention and responsibilities of pool ownership, which is attached hereto as Exhibit D, adopted by the Florida Department of Health pursuant to Section 515.31(2) of the Florida Statutes.
7. **Limited Warranty.** Seller warrants the structure of the Pool to be free from defects in material and workmanship for one (1) year from the date of Closing. Seller warrants the finish against chipping, cracking or peeling for ninety (90) days from the date of Closing. Should any such defects be reported to Seller during such periods, they shall be corrected without cost to Buyer, except where such defect is caused by accident, misuse or neglect, in which event Buyer shall pay all cost of repair. Buyer understands that pool equipment identified in the Specifications, if any, which Seller has purchased for installation, shall carry only the manufacturer’s warranty and Buyer acknowledges and agrees to look solely to such manufacturer for repair, service or replacement of same. Service, repair or replacement of such pool equipment not covered by manufacturer’s warranty shall be at Buyer’s sole expense. Seller’s obligation to repair shall be limited to repair of such defect and necessary refinishing of the repaired area, as Seller deems appropriate, and Seller shall not be obligated to perform or effect any refinishing of adjacent areas unless Seller, in its sole and absolute discretion, deems such to be necessary for proper functioning of the Pool. Buyer acknowledges that the Seller assumes no responsibility for staining or discoloration of the Pool.
- 7.1 Buyer hereby acknowledges that minor settlement cracks in the Pool or deck are normal and shall not constitute defects hereunder, provided however, that such cracks shall not be such as to impair the structural integrity of the Pool and do not cause leaks.
- 7.2 Marcite, the waterproofing interior for swimming pools, is a mixture of two naturally mined compounds-cement and marble. Both cement and marble contain elements that shade the swimming pool Marcite. Buyer hereby acknowledges and agrees that the resulting blotchiness, streaks, mottling and general discoloration is unavoidable and not a warrantable item.
- 7.3 The provisions contained herein are Seller’s only obligations as apply to the Pool, and no other guaranties or warranties, expressed or implied, shall in any way apply.
- 7.4 THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERMS OF THIS ADDENDUM. THE POOL LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY GIVEN. SELLER GIVES THE POOL LIMITED WARRANTY EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE POOL WILL BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS ON FILE WITH ANY GOVERNMENTAL AUTHORITY, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, STATUTES, CASE LAW OR OTHERWISE, AND SHALL BE LIMITED TO THE WARRANTY PERIODS SET FORTH HEREIN. TO THE MAXIMUM EXTENT LAWFUL, AND EXCEPT FOR THE POOL LIMITED WARRANTY, SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, INTENDED USE, WORKMANSHIP, OR CONSTRUCTION RESPECTING THE POOL AND THE POOL EQUIPMENT WHETHER ARISING FROM THE AGREEMENT, USAGE, TRADE, IMPOSED BY STATUTE, COURSE OF DEALING, CASE LAW OR OTHERWISE.

8. **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.

9. **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.

10. **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

POOL SPECIFICATIONS

EXHIBIT B

POOL PLAN

EXHIBIT C

The 2017 Florida Statutes

Title XXXIII
REGULATION OF TRADE, COMMERCE,
INVESTMENTS, AND SOLICITATIONS

Chapter 515
RESIDENTIAL SWIMMING
POOL SAFETY ACT

- 515.21 Short title.
- 515.23 Legislative findings and intent.
- 515.25 Definitions.
- 515.27 Residential swimming pool safety feature options; penalties.
- 515.29 Residential swimming pool barrier requirements.
- 515.31 Drowning prevention education program; public information publication.
- 515.33 Information required to be furnished to buyers.
- 515.35 Rulemaking authority.
- 515.37 Exemptions.

515.21 Short title.—This chapter may be cited as the “Preston de Ibern/McKenzie Merriam Residential Swimming Pool Safety Act.”

History.—s. 1, ch. 2000-143.

515.23 Legislative findings and intent.—The Legislature finds that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa, or hot tub will reduce drowning and near- drowning incidents. In addition to the incalculable human cost of these submersion incidents, the health care costs, loss of lifetime productivity, and legal and administrative expenses associated with drownings of young children and medically frail elderly persons in this state each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near- drowning incidents each year are enormous. Therefore, it is the intent of the Legislature that all new residential swimming pools, spas, and hot tubs be equipped with at least one pool safety feature as specified in this chapter. It is also the intent of the Legislature that the Department of Health be responsible for producing its own or adopting a nationally recognized publication that provides the public with information on drowning prevention and the responsibilities of pool ownership and also for developing its own or adopting a nationally recognized drowning prevention education program for the public and for persons violating the pool safety requirements of this chapter.

History.—s. 1, ch. 2000-143.

515.25 Definitions.—As used in this chapter, the term:

- (1) “Approved safety pool cover” means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM) in compliance with standard F1346-91.
- (2) “Barrier” means a fence, dwelling wall, or nondwelling wall, or any combination thereof, which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.
- (3) “Department” means the Department of Health.
- (4) “Exit alarm” means a device that makes audible, continuous alarm sounds when any door or window which permits access from the residence to any pool area that is without an intervening enclosure is opened or left ajar.
- (5) “Indoor swimming pool” means a swimming pool that is totally contained within a building and surrounded on all four sides by walls of or within the building.
- (6) “Medically frail elderly person” means any person who is at least 65 years of age and has a medical problem that affects balance, vision, or judgment, including, but not limited to, a heart condition, diabetes, or Alzheimer’s disease or any related disorder.
- (7) “Outdoor swimming pool” means any swimming pool that is not an indoor swimming pool.
- (8) “Portable spa” means a nonpermanent structure intended for recreational bathing, in which all controls and water-heating and water-circulating equipment are an integral part of the product and which is cord-connected and not permanently electrically wired.
- (9) “Public swimming pool” means a swimming pool, as defined in s. 514.011(2), which is operated, with or without charge, for the use of the general public; however, the term does not include a swimming pool located on the grounds of a private residence.
- (10) “Residential” means situated on the premises of a detached one-family or two-family dwelling or a one-family townhouse not more than three stories high.
- (11) “Swimming pool” means any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24 inches deep, including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and nonportable spas.
- (12) “Young child” means any person under the age of 6 years.

History.—s. 1, ch. 2000-143.

515.27 Residential swimming pool safety feature options; penalties.—

- (1) In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet at least one of the following requirements relating to pool safety features:
 - (a) The pool must be isolated from access to a home by an enclosure that meets the pool barrier requirements of s. 515.29;

- (b) The pool must be equipped with an approved safety pool cover;
- (c) All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85 dB A at 10 feet;
- (d) All doors providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor; or
- (e) A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared alarms. For purposes of this paragraph, the term "swimming pool alarm" does not include any swimming protection alarm device designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water.

(2) A person who fails to equip a new residential swimming pool with at least one pool safety feature as required in subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, except that no penalty shall be imposed if the person, within 45 days after arrest or issuance of a summons or a notice to appear, has equipped the pool with at least one safety feature as required in subsection (1) and has attended a drowning prevention education program established by s. 515.31. However, the requirement of attending a drowning prevention education program is waived if such program is not offered within 45 days after issuance of the citation.

History.—s. 1, ch. 2000-143; s. 14, ch. 2016-129.

515.29 Residential swimming pool barrier requirements.—

(1) A residential swimming pool barrier must have all of the following characteristics:

- (a) The barrier must be at least 4 feet high on the outside.
- (b) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier.
- (c) The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section.
- (d) The barrier must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may have managed to penetrate the barrier from immediately falling into the water.

(2) The structure of an aboveground swimming pool may be used as its barrier or the barrier for such a pool may be mounted on top of its structure; however, such structure or separately mounted barrier must meet all barrier requirements of this section. In addition, any ladder or steps that are the means of access to an aboveground pool must be capable of being secured, locked, or removed to prevent access or must be surrounded by a barrier that meets the requirements of this section.

(3) Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device, the release mechanism of which must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap.

(4) A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide access to the swimming pool.

(5) A barrier may not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing the barrier.

History.—s. 1, ch. 2000-143.

515.31 Drowning prevention education program; public information publication.—

(1) The department shall develop a drowning prevention education program, which shall be made available to the public at the state and local levels and which shall be required as set forth in s. 515.27(2) for persons in violation of the pool safety requirements of this chapter. The department may charge a fee, not to exceed \$100, for attendance at such a program. The drowning prevention education program shall be funded using fee proceeds, state funds appropriated for such purpose, and grants. The department, in lieu of developing its own program, may adopt a nationally recognized drowning prevention education program to be approved for use in local safety education programs, as provided in rule of the department.

(2) The department shall also produce, for distribution to the public at no charge, a publication that provides information on drowning prevention and the responsibilities of pool ownership. The department, in lieu of developing its own publication, may adopt a nationally recognized drowning prevention and responsibilities of pool ownership publication, as provided in rule of the department.

History.—s. 1, ch. 2000-143.

515.33 Information required to be furnished to buyers.—A licensed pool contractor, on entering into an agreement with a buyer to build a residential swimming pool, or a licensed home builder or developer, on entering into an agreement with a buyer to build a house that includes a residential swimming pool, must give the buyer a document containing the requirements of this chapter and a copy of the publication produced by the department under s. 515.31 that provides information on drowning prevention and the responsibilities of pool ownership.

History.—s. 1, ch. 2000-143.

515.35 Rulemaking authority.—The department shall adopt rules pursuant to the Administrative Procedure Act establishing the fees required to attend drowning prevention education programs and setting forth the information required under this chapter to be provided by licensed pool contractors and licensed home builders or developers.

History.—s. 1, ch. 2000-143.

515.37 Exemptions.—This chapter does not apply to:

- (1) Any system of sumps, irrigation canals, or irrigation flood control or drainage works constructed or operated for the purpose of storing, delivering, distributing, or conveying water.
 - (2) Stock ponds, storage tanks, livestock operations, livestock watering troughs, or other structures used in normal agricultural practices.
 - (3) Public swimming pools.
 - (4) Any political subdivision that has adopted or adopts a residential pool safety ordinance, provided the ordinance is equal to or more stringent than the provisions of this chapter.
 - (5) Any portable spa with a safety cover that complies with ASTM F1346-91 (Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs).
 - (6) Small, temporary pools without motors, which are commonly referred to or known as “kiddie pools.”
- History.—s. 1, ch. 2000-143.

EXHIBIT D

**U. S. Consumer Product Safety Commission
Safety Barrier Guidelines for Residential Pools
Preventing Child Drownings**

[NOTE: This version of Safety Barrier Guidelines for Residential Pools does not contain illustrations. If you want a printed copy with illustrations, send a request to Office of Communications, U.S. Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD 20814 or visit web site at <https://www.cpsc.gov/safety-education/safety-guides/pools-and-spas>.]

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For more information, write:
U.S. Consumer Product Safety Commission
Office of Communications
4330 East West Highway
Bethesda, MD 20814
www.cpsc.gov

CPSC is charged with protecting the public from unreasonable risks of injury or death associated with the use of the thousands of consumer products under the agency’s jurisdiction.

Each year, thousands of American families suffer swimming pool tragedies. The majority of the incidents involve drownings and non-fatal drownings of young children. These pool and spa injuries and deaths involve young children, ages 1 to 3 years old, and happen in residential settings. These tragedies are preventable.

This U.S. Consumer Product Safety Commission (CPSC) booklet offers guidelines for pool barriers that can help prevent most drowning incidents involving young children. This handbook is for owners, purchasers, and builders of residential pools, spas, and hot tubs.

The swimming pool barrier guidelines are not a CPSC standard; nor are they mandatory requirements. CPSC believes that the guidelines recommended in this booklet will help make pools safer, promote pool safety awareness, and save lives. Barriers are not the sole method to prevent drowning of young children in pools; and barriers can never replace adult supervision.

Some states and localities have incorporated CPSC guidelines for safety barriers into their building codes. Check with your local authorities to see what your area’s building code or other regulations require.

Swimming Pool Barrier Guidelines

According to the Centers for Disease Control and Prevention (CDC), drowning is the leading cause of unintentional death for 1- to year-old children. Each year, nearly 300 children under age 5 drown in swimming pools. Many of these young victims could be saved if homeowners fenced in their pools completely and installed gates with self-closing and self-latching devices.

Anyone who has cared for a toddler knows how fast young children can move. Toddlers are inquisitive and impulsive, and they lack a realistic sense of danger. These behaviors in children make swimming pools particularly hazardous for households with young children.

CPSC staff has reviewed a great deal of data on drownings and child behavior and studied information on pool and pool barrier construction. Staff has concluded that one of the best ways for pool owners to reduce child drownings in residential pools is to construct and maintain barriers that will help prevent young children from gaining access to pools and spas.

The CPSC guidelines suggest ways for pool and spa owners to keep children from entering the pool area unaccompanied by a supervising adult. The guidelines also consider the variety of barriers available, and the guidelines specify how each type of barrier might be susceptible to a child trying to get on the other side of the barrier and into the pool or spa.

The swimming pool barrier guidelines are presented with illustrated descriptions. The definition of a “pool” includes spas and hot tubs. Therefore, the CPSC swimming pool barrier guidelines apply to these structures, as well as to above-ground pools and, possibly, larger portable pools..

Pool and Spa Submersions: Estimated Non-Fatal Drowning Injuries and Reported Drownings*

**The report presents average annual estimates for emergency department-treated injuries for 2012 through 2014, and average annual estimates for fatal drownings for 2010 through 2012, as reported to CPSC staff. The years for reported injury and fatality statistics differ due to a lag in fatality reporting.*

CPSC publishes an annual report on drowning and non-fatal drowning incidents. Key findings from the 2015 report include:

- Nearly 300 children younger than 5 drown in swimming pools and spas each year, representing 76 percent of the 382 fatalities reported for children younger than 15.
 - Children ages 1 to 3 years (12 months through 47 months) represented 65 percent of the reported fatalities and 64 percent of reported injuries in pools and spas.
 - More than 4,100 children younger than 5 suffered non-fatal drowning injuries and required emergency department treatment.
 - The majority of fatal drowning incidents and non-fatal drowning injuries involving victims younger than 5 years old occur in pools owned by family, friends, or relatives.
 - Residential locations dominated incidents involving victims younger than 5 years old. Eighty-seven percent of the fatalities occurred at residential pools or spas.
 - Portable pools accounted for 10 percent of the total fatalities, with an average of 40 deaths per year for children younger than 15.
- How to Prevent a Child from Getting OVER a Pool Barrier

Barriers

Barriers include a fence or wall, door alarms for the house, and a power safety cover over the pool. Barriers are not childproof, but barriers do provide layers of protection for a child when there is a lapse in adult supervision. Barriers give parents additional time to find a child before the unexpected can occur.

Use the following recommendations as a guide:

Locations

Barriers should be located to prohibit children from using permanent structures, equipment, or similar objects to climb the barriers.

Construction

A barrier that completely surrounds the pool is better than a fence that encloses the pool on three sides with the house serving as the fourth side of the barrier. Fences should be a minimum of 4 feet high. However, fences 5 feet or higher are preferable.

If an outside wall of the home serves as one side of the barrier, install door alarms on all doors leading to the pool area. Make sure the doors have self-closing and self-latching devices or locks that are beyond the reach of children. This will keep children from opening the doors and gaining access to the pool.

Pool covers add another layer of protection. There are a wide variety of pool cover styles on the market. Make sure that the pool cover is well maintained, and keep the control device for the pool cover out of the reach of children.

How to Prevent a Child from Going OVER a Pool Barrier

A young child can climb over a pool barrier if the barrier is too low or if the barrier has handholds or footholds that children can use to climb. The top of a pool barrier should be at least 48 inches above grade, measured on the exterior side of the fence or barrier. Some states, counties, or municipalities require pool barriers to be 60 inches above grade.

Eliminate handholds and footholds on barriers and minimize the size of openings when constructing a barrier.

Make sure that there are no indentations or protrusions on the barrier that may allow a child to climb over the barrier.

For a Barrier with Horizontal and Vertical Members

If the distance between the top side of the horizontal members of the barrier or fence is less than 45 inches high, then the horizontal members should be located on the interior side of the fence.

The spacing between vertical members and within decorative cutouts should not exceed 1¾ inches. This size is based on the foot width of a young child and is intended to reduce the potential for a child to gain a foothold and attempt to climb the barrier.

If the distance between the tops of the horizontal members is more than 45 inches high, the horizontal members can be located on the exterior side of the fence. The spacing between vertical members should not exceed 4 inches. This size is based on the head breadth and chest depth of a young child and is intended to prevent a child from passing through or getting stuck in an opening.

For a Chain-Link Fence

The openings in the mesh of a chain-link fence should not exceed 1¼ inches square unless slats, fastened at the top or bottom of the fence, are used to reduce the mesh openings to no more than 1¾ inches.

For a Fence with Diagonal Members or Latticework

The maximum opening in the latticework should not exceed 1¾ inches.

For Above-Ground Pools

Above-ground pools should have barriers. The pool structure can serve as a barrier if the walls of the pool are high enough, or if a barrier can be mounted onto the top of the pool structure. If the pool walls are not high enough, or there are other structures close to the pool, such as a ladder or a table or a chair, often children are able to access the pool. There are ways to prevent young children from climbing and gaining access to an above-ground pool. The steps or ladder leading to the pool can be designed to be secured, locked, or removed to prevent access; or the steps or ladder can be surrounded by a barrier, such as the barriers described in these guidelines.

Above-Ground Pool with Barrier on Top of Pool

If an above-ground pool has a barrier on top of the pool, the maximum vertical clearance between the top of the pool and the bottom of the barrier should not exceed 4 inches.

How to Prevent a Child from Going UNDER a Pool Barrier

For any pool barrier, the maximum clearance at the bottom of the barrier should not exceed 4 inches above the surface or ground, when the measurement is done on the outside of the barrier. If the bottom of the gate or fence rests on a non-solid surface, such as grass or gravel, industry recommends that the clearance should not exceed 2 inches.

How to Prevent a Child from Going THROUGH a Pool Barrier

To prevent a child from going through a pool barrier, restrict the size of openings in the barrier, and use self-closing and self-latching gates.

To prevent a young child from going through a fence or other barrier, make sure all openings in the barrier are small enough to prevent a 4-inch diameter sphere from passing through any opening. This size is based on the head breadth and chest depth of a young child.

Removable Mesh Fences

Mesh fences are made specifically for swimming pools or other small bodies of water. Although mesh fences are meant to be removable, the safest mesh fences for pools are locked into the pool deck so that the fence cannot be removed without extensive use of tools.

Like other pool fences, mesh fences should be a minimum of 48 inches in height. The distance between vertical support poles and the attached mesh, along with other manufactured features, should be designed to keep a child from climbing the fence. The removable vertical support posts should extend a minimum of 3 inches below grade, and they should be spaced no farther apart than 40 inches. The bottom of the mesh barrier should not be more than 1 inch above the deck or installed surface.

Gates

There are several kinds of gates that might be found on a residential property: pedestrian gates and vehicle or other types of gates. Gates can be used as a swimming pool barrier. All gates should be designed with a locking device.

Pedestrian Gates

These are gates people walk through. Swimming pool barriers should be equipped with one or more gates that restrict access to the pool. Gates should open out from the pool and should be self-closing and self-latching. With this design, if the gate is not closed completely, a young child pushing on the gate in an effort to enter the pool area will actually be closing the gate, which may then safely latch.

When the release mechanism of the self-latching device on the gate is less than 54 inches from the bottom of the gate, the release mechanism for the gate should be at least 3 inches below the top of the gate on the interior side. Placing the release mechanism at this height prevents a young child from reaching over the top of a gate and releasing the latch.

Additionally, the gate and barrier should have no opening greater than ½ inch within 18 inches of the latch-release mechanism. This prevents a young child from reaching through the gate and releasing the latch.

All Other Gates (Vehicle Entrances)

Other gates should be equipped with self-latching devices. The self-latching devices should be installed as described for pedestrian gates.

When One Side of the House Forms Part of the Pool Barrier

In many homes, doors open directly from the house to the pool area or to a patio leading to the pool. In these cases, the side of the house that leads to the pool is an important part of the pool barrier. Passage through any door from the house to the pool should be controlled by security measures.

The importance of controlling a young child’s movement from the house to the pool is demonstrated by the statistics obtained from the CPSC drowning reports. Incidents at residential locations dominate the accidents involving

children younger than 5, accounting for 87 percent of fatalities and 54 percent of injuries (from the CPSC 2015 Pool or Spa Submersion Report, page 3).

Door Alarms

All doors that allow access to a swimming pool should be equipped with an audible alarm that sounds when the door and/or screen are opened.

Alarms should meet the requirements of UL 2017, General-Purpose Signaling Devices and Systems, Section 77, and have the following features:

- The alarm sound should last for 30 seconds or more and start within 7 seconds after the door is opened.
- The alarm should be loud: at least 85 dB (decibels), when measured 10 feet away from the alarm mechanism.
- The alarm sound should be distinct from other sounds in the house, such as the telephone, doorbell, and smoke alarm.
- The alarm should have an automatic reset feature to deactivate the alarm temporarily for up to 15 seconds, to allow adults to pass through house doors without setting off the alarm. The deactivation switch could be a touchpad (keypad), or a manual switch, and should be located at least 54 inches above the threshold and out of the reach of children.

Self-closing doors with self-latching devices could be used along with door alarms to safeguard doors that give access to a swimming pool.

Power Safety Covers

Power safety covers can be installed on pools to provide security barriers, especially when one side of the house serves as the fourth wall or side of a barrier. Power safety covers should conform to the specifications in the *ASTM F 1346-91 standard*, which specifies safety performance requirements for pool covers to protect young children from drowning.

Indoor Pools

When a pool is located completely inside a house, the walls that surround the pool should be equipped to serve as pool safety barriers. Guidelines recommended for using door alarms, pool alarms, and covers where the house wall serves as part of a safety barrier also apply for all the walls surrounding an indoor pool.

Barriers for Residential Swimming Pools, Spas, and Hot Tubs

The CPSC pool barrier guidelines are designed to make it easier for pool owners, purchasers, builders, technicians, and others to understand and apply the guidelines to their particular properties or situations. Reading the guidelines, in conjunction with the diagrams or figures in this booklet, may be helpful. For more information, consult your local building department or code authority.

Outdoor Swimming Pools

All outdoor swimming pools, including in-ground, above-ground, or on-ground pools, hot tubs, or spas, should have a barrier that complies with the following:

1. The **top of the barrier** should be at least 48 inches above the surface measured on the interior side of the barrier.
2. The maximum **vertical clearance between the surface and the bottom of the barrier** should be 4 inches, measured on the exterior side of the barrier. In the case of a non-solid surface, such as grass or pebbles, the distance should be reduced to 2 inches, and 1 inch for removable mesh fences.
3. Where the top of the **pool structure is above grade or surface**, such as an above-ground pool, the barrier may be at ground level, like the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier should be 4 inches.
4. **Openings in the barrier** should not allow passage of a 4-inch diameter sphere.
5. **Solid barriers**, which do not have openings, such as masonry or stone walls, should not contain indentations or protrusions that may allow a child to climb over the barrier.
6. Where the barrier is composed of **horizontal and vertical members**, and the distance between the bottom and top horizontal members is less than 45 inches, the horizontal members should be located on the interior side of the fence.
7. **Spacing between vertical members** should not exceed 1¼ inches in width. Where there are decorative cutouts, spacing within the cutouts should not exceed 1¼ inches in width.
8. **Maximum mesh size for chain link fences** should not exceed 1¼ inch square, unless the fence is provided with slats fastened at the top or the bottom that reduce the openings to no more than 1¼ inches.

9. Where the barrier is composed of **diagonal members**, such as a lattice fence, the maximum opening formed by the diagonal members should be no more than 1¾ inches.
10. **Access gates** to the pool should be equipped with a locking device. Pedestrian access gates should open outward, away from the pool, and should be self-closing and have a self-latching device. Gates other than pedestrian access gates should have a self-latching device. Where the release mechanism of the **self-latching device** is located less than 54 inches from the bottom of the gate,
 - (a) the release mechanism should be located on the interior side of the gate, at least 3 inches below the top of the gate; and
 - (b) the gate and barrier should have no opening greater than ½ inch within 18 inches of the release mechanism.
11. Where a **wall of a dwelling** serves as part of the barrier, one of the following should apply:
 - (a) **All doors of a home that provide direct access to the pool** should be equipped with an **alarm** that produces an audible warning when the door and its screen, if present, are opened. Alarms should meet the requirements of *UL 2017, General-Purpose Signaling Devices and Systems, Section 77*.
 - (b) The pool should be equipped with a **power safety cover** that complies with ASTM F1346-91, listed below.
 - (c) Other means of protection, such as **self-closing doors with self-latching devices**, are acceptable, as long as the degree of protection afforded is not less than the protection afforded by (a) or (b), described above.
12. Where an **above-ground pool structure is used as a barrier**, or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then
 - (a) **the ladder** to the pool or steps should be capable of being secured, locked, or removed to prevent access; or
 - (b) **the ladder or steps should be surrounded by a barrier** (figure 8c). When the ladder or steps are secured, locked, or removed, any opening created should not allow the passage of a 4-inch diameter sphere.

For more information on

Fencing:

- **ASTM F 1908-08** *Standard Guide for Fences for Residential Outdoor Swimming Pools, Hot Tubs, and Spas*: <http://www.astm.org/Standards/F1908.htm>
- **ASTM F 2286-05** *Standard Design and Performance Specifications for Removable Mesh Fencing for Swimming Pools, Hot Tubs, and Spas*: <http://www.astm.org/Standards/F2286.htm>

Covers:

- **ASTM F 1346-91** *Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs*: <http://www.astm.org/Standards/F1346.htm>

Note: ASTM Standards are available for a fee. You may want to contact a pool contractor.

Standards:

- **ASTM Standards:** Contact ASTM online at: <http://www.astm.org/CONTACT/index.html>.
- **UL** (Underwriters Laboratories) Relevant Pool and Spa Standards <http://www.ul.com>. Look for Life Safety and Security Product

The CPSC **Pool Safely: Simple Steps Save Lives** campaign provides advice and tips on drowning and entrapment prevention. Installing barriers is just one of the *Pool Safely* Simple Steps for keeping children safe around all pools and spas. Here are others:

Rule # 1: Never leave a child unattended around a pool, spa, bath tub, or other body of water.

At pools, spas, and other recreational waters:

- Teach children basic water safety skills.
- Learn how to swim and make sure your children know how to swim.
- Avoid entrapment accidents by keeping children away from pool drains, pipes, and other openings.
- Have a phone nearby at all times when visiting a pool or spa.
- Know the address of your location so that you can direct emergency personnel to the scene, if needed.
- If a child is missing, look for the child in the pool or spa first, including neighbors' pools or spas.
- Share safety instructions with family, friends, babysitters, and neighbors.

If you have a pool:

- Install a 4-foot non-climbable fence around the perimeter of the pool and spa, including portable pools.
- Use self-closing and self-latching gates. Ask neighbors to do the same if they have pools or spas.
- If the house serves as the fourth side of a fence around a pool, install and use a door or pool alarm and/or a pool or spa cover.
- Maintain pool and spa covers in good working order.
- Ensure that any pool or spa that you use has anti-entrapment safety drain covers. Ask your pool service representative if you do not know.*
- Have life-saving equipment—such as life rings, floats, or a reaching pole—available and easily accessible.

**The Virginia Graeme Baker Pool & Spa Safety Act, a federal law, requires all public pools and spas to have anti-entrapment drain covers and other devices, where needed. Residential pools are not required to install these, but they are highly recommended.*

Visit www.PoolSafely.gov for more information. See the most recent CPSC submersion reports: *Submersions Related to Non-Pool and Non-Spa Products, 2012* and *Pool or Spa Submersion Report, 2015*.

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 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 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 Document Book, as defined in the Master Disclosure and Information Addendum, is available to be provided to Buyer in printed paper form or through the following cloud-based file sharing website: _____ [INSERT BOX FOLDER URL] (herein called the “**Alternative Media**”). Seller has further advised Buyer that, in order for Buyer to view the Document Book provided in the form of the Alternative Media, Buyer must have the following equipment with the following specifications:

2.1.1 **Printer Requirements:** Any PCL or Postscript compatible printer that is connected to the computer.

2.1.2 **Software:** Adobe Acrobat Reader DC or above (available from <http://www.adobe.com/reader>).

2.1.3 **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.

2.3 Seller has given Buyer a choice of receiving the Document Book 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 Document Book in the following format:

2.3.1 ☐ Buyer elects to receive the Document Book in printed form. Buyer acknowledges and agrees that if the Document Book is 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 Document Book.

Buyer’s Initials _____

2.3.2 ☐ Buyer elects to receive the Document Book in the form of Alternative Media through the cloud-based file sharing website: _____ [INSERT BOX FOLDER URL – duplicate field used in Section 2.1, above].

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 Document Book, and (ii) all future Addenda, Amendments and Riders to the Agreement (collectively, the “**Future Documents**”) in the form of either printed paper or by electronic delivery. 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 electronic mail (“**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 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.

<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>	

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:_____