

AGREEMENT FOR SALE AND PURCHASE

Construction Status: UC_____, TBB_____, Complete_____

1. Park Square Enterprises, Inc. (dba Park Square Homes), 5200 Vineland Rd., Suite 200, Orlando, Florida 32811, hereinafter called "Seller" agrees to sell Mr./Mrs./Ms. hereinafter called "Buyer", and Buyer agree to purchase from Seller the following described Property situated in _____, Florida: According to the plat thereof recorded in plat book _____ page(s) _____. Homesite _____, Phase ____ of _____ community.
Street Address: _____ along with certain improvements further identified as:
Model: _____
Exterior Design: _____ Garage Hand: _____
(Garage preference cannot be guaranteed)

2. PURCHASE PRICE AND PAYMENT:

Base Price: _____
Options-Addendum A: _____

Total Purchase Price: _____

3. PAYABLE AS FOLLOWS:

Upon signing of the Agreement: _____
Additional Deposit Due Date: _____
Other Due Date: _____
Balance at Closing: _____

Total Purchase Price: _____

4. CLOSING COSTS: Closing costs will be paid in accordance with attached Closing Cost Addendum B.

5. DEPOSIT: THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST BEARING ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY THE BUYER. THE BUYER BY EXECUTION OF THIS AGREEMENT HEREBY WAIVES THE RIGHT. BUYER UNDERSTANDS AND AGREES THAT SELLER MAY USE ALL OF THE FUNDS PAID IN AND RECEIVED FROM THE DATE HEREOF THROUGH CLOSING TOWARD THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROPERTY.

6. FINANCING: Buyer shall obtain a written commitment for mortgage financing satisfactory to Seller equal to at least ____% of the purchase price for a term of _____ years. Terms, conditions and interest rates shall be in accordance with the underwriting standards of the Lender who must be approved by Seller. Buyer's obligation to complete the purchase contemplated by this Agreement is conditioned and contingent upon Buyer obtaining a commitment for mortgage financing within thirty (30) days. In the event Seller does not receive a written denial of Buyer's application for mortgage financing within thirty (30) days of the date hereof, the preceding sentence creating a financing contingency in this agreement shall be deleted and Buyer's deposit shall be at risk and subject to the provisions of paragraph thirteen (13) below. Buyer shall submit an application for such financing, together with the application fee charged by the lender. Buyer shall be prepared to supply the following documents at the time of Loan Application including 2 months of bank statements, 1 month of pay stubs and 2 years of W2's (tax returns if self employed) for each buyer within five (5) days of the date of this Agreement and shall diligently pursue such application until it is approved or denied. Buyer will immediately notify Seller upon receipt of any mortgage approval.

Within ten (10) days of the date this Agreement is accepted by Seller, Buyer will complete his and/or her loan application

and will promptly furnish all information required by Lender. Buyer will thereafter in good faith diligently and honestly pursue loan approval. Buyer agrees Lender may release credit and loan information to Seller or transfer all documentation, credit and loan information to another lender at Seller's request.

If Buyer is unable to secure financing with Lender, Seller may elect to direct Buyer to another Lender, to provide Buyer with alternate mortgage financing at such lender's rate.

The failure of Buyer to comply with these loan application procedures, within the said five (5) day period, shall constitute a default by Buyer hereunder, whereupon, Seller shall have the option to exercise its rights as contained in Paragraph 13 of this Agreement. The failure of Buyer to accept said mortgage commitment, shall constitute a default by Buyer hereunder, whereupon, Seller shall have the option to exercise its rights as contained in Paragraph 13 of this Agreement.

In the event that Buyer is rejected for a mortgage loan at any time after Seller has received an acceptable mortgage commitment then, at Seller's option, this agreement shall automatically terminate and Buyer's earnest money deposit shall be governed by the provisions of paragraph thirteen (13) below.

There is a Two-Hundred Fifty (\$250.00) Dollar non-refundable fee for processing this Agreement. If Buyer fails to obtain the commitment or fails to waive Buyer's mortgage contingency rights under this paragraph within the time for obtaining the commitment or after diligent and honest best effort is unable to meet the terms and conditions of the commitment, then, either party thereafter by prompt written notice to the other may cancel the Agreement and Buyer shall be refunded the deposit(s), less the \$250.00 Administration Fee and less any expenses paid by Seller on Buyer's behalf.

Seller shall not have any responsibility or liability for the loss of any loan commitment or increased loan costs, including but not limited to, any costs associated with any lock in of interest rates, additional appraisal fees, inspection or re-inspection fees, origination fees, discount fees or increased interest rates arising as a result of or associated with construction delays or any other delay in the completion of construction of the home or the closing of the sale of the home.

It is Buyer's obligation to satisfy **all** of Lender's requirements for Buyer's financing at least thirty (30) days prior to the projected date of closing. It is also Buyer's obligation, to the best of Buyer's ability, to keep his or her loan commitment in full force and effect through the date of the closing of the sale of the home. Buyer agrees not to intentionally take any action, or fail to promptly respond to any reasonable request of Lender, which would invalidate the loan commitment being relied upon by Seller in its construction of Buyer's home. From the Lender's perspective certain documents may expire during construction of the home. Buyer shall fully, honestly and accurately respond to Lender with any request for updated information within ten (10) days of such request. Buyer agrees to incur no debt subsequent to the date hereof which might jeopardize approval of Buyer's loan. If Buyer is married and Buyer's spouse does not sign this agreement, Buyer must obtain the execution of all closing documents by Buyer's spouse. If the property is being purchased by a corporation, partnership or other organization, this agreement is to be signed by its proper corporate or entity officers and each such individual signing on behalf of a corporation or other legal entity hereby represents and warrants that he or she is duly authorized to execute and deliver same on behalf of such entity. Buyer agrees to obtain any personal endorsements or guarantees required by the Lender and provide to the Lender and/or title insurer promptly upon request such certificates, resolutions or other corporate, partnership or other organizational documents as may be required by Lender. **The commission or omission of any act by Buyer designed to produce a rejection by a prospective lender, including without limitation, voluntarily changing Buyer's employment status or location, shall constitute an act of default under this Agreement.**

Buyer hereby authorizes Seller (if applicable) to order a consumer credit report and verify other credit information, including but not limited to past and present mortgage and landlord references. Buyer further authorizes Seller (if applicable) to verify past and present employment, earnings, financial records, bank accounts, stock holdings, and other asset balances that are needed to process any mortgage application. The information Seller (if applicable) obtains is only to be used in the evaluation of the sale transaction and processing of the Buyer's application for a mortgage loan. **NOTICE TO BORROWERS:** This is a notice as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to borrowers.

Financial records involving this transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by Seller (if applicable) to another government agency or department without Buyer's consent as required or permissible by law. Buyer hereby authorizes Seller or other lender of Buyer's choosing to disclose to Seller without limitation, Buyer's credit report, verification of deposits, income and employment information concerning Buyer, and Buyer agrees to hold lender and Seller harmless from any liability arising therefrom.

Once Buyer has obtained a mortgage commitment, Seller shall be under no obligation to postpone or delay the Closing to accommodate Buyer obtaining a loan commitment from a different lender or obtaining a loan commitment from the same lender under a different program. Buyer must reaffirm to Seller the identity of Buyer's Lender at least ninety (90) days before the first anticipated closing date as determined by Seller. If Buyer selects a Lender other than the Lender for whom Buyer has previously received a mortgage loan commitment as set forth above, Buyer shall provide Seller with a firm written commitment as set forth in this paragraph six (6) above from such new Lender at least **eighty (80)** days before the first anticipated closing date as determined by Seller. If Buyer elects to change its Lender within eighty (80) days of the first anticipated closing date as determined by Seller, Buyer shall immediately pay Seller a \$1,500.00 fee for each such change in Buyer's Lender which amount(s) shall not be credited to Buyer at closing. Buyer acknowledges that Buyer shall not change Buyer's Lender within forty five (45) days prior to the first anticipated closing date as determined by Seller pursuant to this Agreement. In the event closing is delayed as a result of Buyer changing lenders or changing loan programs with the same lender, Seller may charge Buyer an additional **\$300.00 per day for each day of such delay or may declare Buyer to be in default under this Agreement.** Buyer also agrees that the funds to close this transaction must be received by the escrow agent sufficiently in advance so that good funds are available at the time of closing.

Except as Buyer and Seller may have otherwise agreed in an addendum to this Agreement Buyer represents and warrants that this Agreement and the mortgage loan referenced herein are not and will not be subject to or contingent upon Buyer selling Buyer's present residence or other property and Buyer acknowledges and agrees that any failure to close or failure to obtain financing because Buyer has not sold an existing home or other property will constitute a default by Buyer and the remedies for default under this Agreement shall apply.

7. ENTIRE AGREEMENT: Buyer and Seller hereby recognize and agree that all important terms and provisions of their Agreement for Sale and Purchase should be in writing to prevent any confusion in the future regarding Buyer's and Seller's respective rights and obligations. Seller has not authorized verbal promises or verbal representations to Buyer that differ from, or add to, what is contained in this written Agreement.

Seller will not be bound by any unauthorized verbal statements of its selling agents or of any other selling agents regarding Buyer's house or this Agreement, regardless of whether such statements are made before or after closing. Buyer may rely solely on the terms of this written Agreement.

Seller shall not be liable to Buyer for any use or condition of land adjacent to or surrounding this subdivision or the lot purchased by Buyer. Buyer warrants and represents that this agreement is being entered into by Buyer without reliance upon any representation concerning any potential for future profit, any rental income potential, tax advantage, depreciation or investment potential and without reliance upon any monetary or financial advantage. Buyer acknowledges that no such representations, including any representation as to the ability or willingness of Seller or its affiliates to assist Buyer in renting or selling the property have been made by Seller or its agents, employees or representatives.

8. CONSTRUCTION: Seller's use of model homes is intended only to demonstrate the basic floor plans, dimensions and styles of the houses available for purchase. The model homes contain furnishings, landscaping and other optional features that will not be included as part of Buyer's home. Seller does not warrant or promise that Buyer's home will conform to any model in any respect and reserves the right to vary the materials, workmanship and other significant details from those used in any model home. Seller agrees to erect the house in compliance with appropriate mortgagee and pertinent local government agency regulations, and the final inspection and acceptance of the house by any such entities or agencies shall constitute conclusive evidence that the house has been completed in accordance with this Agreement, and that the obligations of the Seller hereunder have been fully satisfied and discharged. If a garage is applicable Seller will determine which side the garage is placed on the lot. Garages and porches are uninhabitable space.

Prior to closing Buyer may not interfere with the construction work in any manner and is not permitted to visit the property during construction without the presence of a representative of Seller during such visit. Buyer acknowledges that construction sites can be dangerous and Buyer assumes the risk of and holds Seller harmless from any injury or damage to persons or property associated with Buyer's visit to the construction site before closing. Buyer agrees not to do or cause to be done any work, nor shall Buyer alter or cause the alteration of any portion of the work, whether complete or incomplete in or about the Property before the closing. Seller shall not have any responsibility for third party vendors with whom Buyer may enter into agreements relating to the Home. This exclusion from responsibility and liability extends to performance of work, financial stability, provision of warranty service and all other items which may arise between Buyer and such third party vendor. If Buyer violates this paragraph prior to closing, it shall be material breach of this Agreement and the Buyer shall be considered in default with any improvements made by third party vendors retained by Seller.

All owners, occupants and users of the Community are placed on notice that Seller, its agents, contractors, subcontractors, licensees and other designees will be from time to time conducting excavation, construction and other activities within or in proximity to the Community. By acceptance of the Deed and by using any portion of the Community each such owner, occupant and user acknowledges and agrees (1) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities; (2) not to enter upon or allow their children or other persons under their direction or control to enter upon any property within or in proximity to the Community where such activity is being conducted; (3) Seller and the aforesaid related parties shall not be liable for any injuries, deaths, losses or damages relating to such activities, except those 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 acknowledgement and agreement are material inducements to Seller to sell the Property. This section shall survive the Closing.

All wood species will have their own distinct color; they also show mineral streaks from a tree having absorbed minerals from the environment where it grew. Mineral streaks may appear as shades of black, green, red or white and may be quite noticeable. Grain characteristics can vary from straight grain to noticeable irregular patterns-even to occasional knots. When selecting a wood species and finish for wood cabinetry, it is difficult to project from displays and color samples exactly how the wood grain and color variations will appear in your full set of finished cabinetry, particularly if a natural or light stain is selected.

Also, the finish appearance of natural finished and light stained woods will be constantly changing and "mellowing" from the effects of age, light and humidity on the varnish. If you select a natural or light stain finish, your new set of cabinetry will generally appear somewhat lighter than the samples or displays; however, in time it too will darken, just as have the samples and displays.

Fine wood is a composite of color and grain variations, and you should expect such variations to run through your hardwood cabinetry- sometimes even in the same panel. Much of the beauty of wood comes from the uniqueness of each tree's color and grain. Such variations may be quite distracting; but they are inherent in wood and are not considered to be defects.

These specific conditions regarding wood finishes are being explained carefully, so it is clearly understood. Neither the manufacturer or the dealer or the Seller can be held responsible for any of the above-mentioned natural conditions, which may appear in your cabinetry.

Concrete used as house slabs and as exterior drives, stoops, walkways and patios has color and texture variations from house to house. Weather conditions, time of day, shade, sunlight and moisture content of soil impact concrete. Concrete cures to its designated strength over 28 days. During this time period it is most susceptible to chipping, cracking and blemishing. During the expansion and contraction of concrete some cracking is to be expected. This also varies from house to house. Some settlement of concrete is also to be expected. Seller's warranty for concrete cracking and settling is explained in its Homeowners Manual. Seller does not warrant concrete for normal cracking, settlement, minor chips, color, texture or similar blemishes.

Each lot is unique in its size, shape and drainage characteristics. Additional retaining walls and grading are items within Seller's sole discretion.

Exact placement of pools, driveways, sidewalks, etc. prior to the start of construction is not possible. Seller also reserves the right to determine the location and configuration of the house and, if applicable, garage or pool upon the lot subject to governmental set back regulations and subdivision requirements which often control where the house, garage or pool can be physically located on the lot.

The home and its occupants may now or in the future be exposed to various environmental conditions in or near the home (including, but not limited to, radon gas in the soil, electromagnetic fields from power lines and appliances, surface and underground utility facilities and the possibility of air, water or soil pollution.) Seller has no expertise in such matters, makes no representations or warranties about such conditions and expressly disclaims any liability for any type of damage or injury which such conditions might cause to the home or its occupants.

All landscaping, grading, fill, disposal of trees and control of water flow will be completed in Seller's sole discretion. At closing Seller's responsibility with respect to all landscaping, soil conditions, soil erosion drainage and sod terminates and Buyer's responsibility begins. However, Seller will replace one time any new tree or shrub that dies within thirty (30) days of closing if such death is not the result of Buyer's transplanting, under- or over- watering or of insects.

Buyer hereby specifically understands, agrees to, and waives any and all claims related to the following:

- i. The location of utility improvements (including, but not limited to junction boxes, transformers, street lights, pedestals, or sewer taps), which may vary, and such utility lines and utility improvements may be located on the Lot whether or not such utility lines or utility improvements are shown on may map or appear on the Lot on the date of this Agreement.;
- ii. Any fence, retaining wall or block wall constructed on the Lot that is intended to designate the property line of the Lot but that may encroach on either side of the actual lot lines;
- iii. Future construction on or grading or excavation of the Lot by Buyer that, if not correctly engineered, could disrupt drainage and cause flooding; any expenses of restoration to grade of previous conditions shall be borne by Buyer;
- iv. Seller's or an unrelated developer's reservation of the right to make changes to the design of the Community and to the plans for all Community improvements, including but not limited to, plans of homes to be constructed within the Community after construction of the Home;
- v. The character and use of property surrounding and in the vicinity of the Community;
- vi. The concrete floor of the Home, which may have joints and is subject to cracking due to settling, expansion and contraction;
- vii. Any berm, or slope to or from the property line of the Lot; and
- viii. Any matter which is based on oral representations which are not included in this Agreement.

Buyer acknowledges that in the course of the construction of the Home, certain changes, deviations or omissions from the plans and specifications then on file with any governmental regulatory authority may be necessary because of the requirements of governmental authorities having jurisdiction over the Home, of lenders or of particular conditions of the job (hereunder referred to as "Necessary Changes"). Further, the Buyer acknowledges that in the course of construction of the Home, certain Necessary Changes may result in variation of the dimensions of the Home.

Based upon the foregoing, the Buyer hereby authorizes the Seller to undertake, without the need for specific authorization, any Necessary Changes and to make changes and substitutions of materials substantially equivalent to those shown in any model or specified on the Plans. Buyer further acknowledges that, because the extent of the Necessary Changes that may be made to the home is unknown at present, the representations of the Seller to date with respect to the square footage of the Home and any Plans which are currently on file with any governmental regulatory authority do not reflect and cannot be relied on to reflect Necessary Changes.

9. COMPLETION: Seller agrees to complete construction of the residence contemplated by this Agreement by a date no later than two (2) years from the date Buyer executes this Agreement. Notwithstanding anything in this Agreement to the contrary, any violation by Seller of the two (2) year completion of construction requirement contained in this paragraph shall immediately (notwithstanding any delay provisions elsewhere in this Agreement) and unconditionally entitle Buyer, at Buyer's option, to such remedies as may be available at law or in equity, including without limitation the right to specific performance and damages.

Seller's obligation to complete construction of the residence within the timeframes contemplated by this paragraph is independent from any financing arrangements elsewhere in this Agreement. The following sentence will supersede and take precedence over anything else in this Agreement which is in conflict with it: If any provisions ("Disqualifying Provisions") serve to limit or qualify Seller's two (2)-year completion of construction obligation in a manner which would disqualify the exemption of the sale contemplated by this Agreement from (i) the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. § 1702(a)(2) or (ii) the Florida Uniform Land Sales Practices Law pursuant to Section 498.025(1)(g) of the Florida Statutes (collectively the "Exemptions"), then all those provisions are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of the parties without disqualifying the Exemptions, and then are to be enforced as so modified. If the Disqualifying Provisions or any subset thereof cannot be so modified, the Disqualifying Provisions or applicable subset thereof are hereby stricken and made null and void as if never a part of this Agreement.

10. CONVEYANCE AND TITLE: The home shall be conclusively deemed completed when a certificate of occupancy is issued. Buyer will close and pay the balance of the purchase price within fourteen (14) calendar days of receipt of the certificate of occupancy. In the event that Buyer fails to close and pay the balance of the purchase price within these fourteen (14) days and in accordance with this Agreement, Seller may, but is not obligated, to give Buyer an extension of said date of closing. In this event Buyer agrees to pay to Seller the additional sum of THREE-HUNDRED DOLLARS (\$300.00) per day, payable on demand, which shall not be credited to the purchase price at closing, from the date the closing was originally scheduled by Seller through the date the closing actually occurs, in order to reimburse Seller for damages it suffers by Buyer's failure to close on the date originally set by Seller. Buyer and Seller acknowledge that this sum is an agreed-upon and liquidated amount because it is now impossible to ascertain the actual damages suffered by Seller in this event.

Buyer is entitled to a pre-closing walk-through inspection of the home with Seller's representative to prepare a list of outstanding items to be completed as agreed upon by both parties. If Buyer fails to attend this inspection as scheduled by Seller, Buyer shall be deemed to have waived its right to such an inspection of the home and to have accepted construction of the home.

If Buyer retains its own private inspector to inspect the home, Buyer must provide Seller with any list of items to be completed prepared by such private inspector no later than at the time of the pre-closing walk-through. Seller shall have the right to accept or reject any item on such a list prepared by Buyer's private inspector. If Buyer fails to so provide Seller with such a list at such time Seller shall be entitled to disregard such list. After such an inspection Seller and Buyer shall prepare a list of outstanding items to be completed as agreed upon by both parties. Seller will then complete those outstanding items within a specified time period to be determined at the time of inspection. There will be no delay in closing and no money will be escrowed at closing due to uncompleted items.

Seller agrees to convey the Property to Buyer, free and clear of all liens for special improvements now installed, whether assessed or not, and free and clear of all other liens and encumbrances, except as herein provided by executing and delivering a good and sufficient special warranty deed at closing, subject only to: general taxes for the current year, easements, roads, right-of-ways, covenants, conditions and restrictions of record and building and zoning laws or regulations. Buyer acknowledges receipt of copies of any applicable Homeowners Association Declarations and any applicable association Articles of Incorporation and By-Laws. Taxes for the year in which the sale is closed shall be prorated between Seller and Buyer as of the date of closing. Closing shall be held on a date and at a location designated by Seller. Buyer shall be given at least (10) days notice of the closing date and time. Seller is authorized to postpone the closing in its discretion. Any notice of closing may be given verbally, by telephone, mail, email, or other means of communication at Seller's discretion. An affidavit of one of Seller's employees or agents that such notice was given shall be conclusive to prove that notice was given. If Seller agrees to reschedule the closing at Buyer's request Seller may impose a late charge of **\$300.00 per day** for every day the scheduled closing is delayed and prorations shall be as of the original date of closing. Buyer agrees this late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in closing. Seller is not obliged to agree to reschedule the closing and may do so in its sole discretion. In addition to any other sums payable pursuant to the Agreement, Buyer will pay to Seller an additional charge of \$100.00 for re-preparation of the closing documents.

In the event Buyer requests and Seller agrees that this transaction be closed by mail (Buyer understands that Seller is under no obligation to so agree) then Buyer shall pay to Seller the sum of \$150.00 to offset the cost of preparing and completing the closing by mail. In the event Seller consents to a closing by mail Seller is authorized to charge Buyer an additional sum of **\$300.00 per day** for any delay caused by Buyer's delay in promptly returning any closing documents to Seller.

11. POSSESSION: Possession of this home is dependent upon your Lender funding your mortgage, if you are financing this purchase. After you have brought funds and signed your documents at closing, your Lender must still provide a funding authorization to the Title Company before your keys can be released to you for possession of the residence, at which time all risk of loss to the Property shall pass to Buyer. Seller shall not be obligated to provide or compensate Buyer for accommodations, lost rental income or housing expenses as a result of construction delays or any other delays in the completion of construction of the home or the closing of the sale of the home or receiving the funding authorization. This sentence shall survive closing.

12. DAMAGE TO IMPROVEMENTS: In the event the dwelling is substantially destroyed by fire or other casualty during the course of construction, Seller shall have the right to terminate this Agreement by written notice to Buyer. If Seller exercises this right Seller shall return all monies paid by Buyer to Seller hereunder, plus interest, and all parties to this Agreement shall be relieved of all obligations under this Agreement.

13. DEFAULT: A. By Buyer:

The following items shall be events of default by Buyer under this Agreement:

- i. Failure of Buyer to make loan application within five (5) days from date of execution of this Agreement by Seller and to thereafter diligently and in good faith pursue Buyer's mortgage financing described in paragraph 6 above, including, but not limited to, Buyer furnishing Lender any requested loan information within Buyer's control within a reasonable time frame and all other obligations of Buyer contained in paragraph 6 above.
- ii. Failure of Buyer to close on the home within fourteen (14) days of receipt of the certificate of occupancy pursuant to paragraph 10 above.
- iii. Failure of Buyer to execute the loan closing documents and pay the balance of the purchase price at closing.
- iv. Failure of Buyer to pay any additional deposits when due pursuant to paragraph 3 above or to select colors within 7 days of the effective date of this Agreement.
- v. Failure of Buyer to perform any other obligation of Buyer hereunder in a timely manner.
- vi. Failure of Buyer to maintain a mortgage commitment satisfactory to Seller.

If Buyer defaults or fails to perform this Agreement within the times specified, Seller shall give Buyer notice of such default or failure. If Buyer does not cure such default or failure within ten (10) days of such notice, Seller shall have the right to retain all deposits and other pre-closing advance payments (including, without limitation, those on options, extras, upgrades and the like) Buyer has made hereunder and all interest, if any, which was earned on them, all as agreed upon and liquidated damages and not as a penalty, in consideration for the execution of this Agreement and in full settlement of any claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under the Agreement.

B. By Seller:

If Seller defaults in the performance of any of its obligations under this Agreement, Buyer will give Seller notice of such default and if Seller has not commenced to cure the default within ten (10) days after such notice is given, or should thereafter fail to complete cure of the default within one hundred twenty (120) days after such notice is given Buyer will have the choice of (1) terminating this Agreement and receiving a refund of all deposits and prepayments for options, extras, upgrades and the like, actually paid under this Agreement and the interest earned on them, if any; or (2) specifically enforcing this Agreement. Under no circumstances may Buyer seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages from Seller for any breach by Seller of its obligations under this Agreement or for any representation, warranty or covenant of Seller hereunder. The provisions of this Subparagraph 13. B., however, shall not apply to any default by Seller under Paragraph 9 of this Agreement.

14. GOVERNING LAW, JURISDICTION AND VENUE, AND WAIVER OF CLASS ACTION: This Agreement is governed by the law of the State of Florida. Any lawsuit which arises out of this Agreement prior to closing of the sale of the home must be filed exclusively in the Circuit Court of the County in which the Property is located.

Buyer and Seller hereby covenant and agree to waive and release any right they may have to bring any claim or claims asserted in connection with or related to this Agreement as a class action lawsuit, as a participant or claimant in a class action lawsuit, or on a class or consolidated basis.

15. POST-CLOSING ARBITRATION: In the event of any claim or controversy (whether in tort or contract or a statutory claim) between Buyer and Seller after the closing of the sale of the home, the parties agree that all claims or disputes between them shall be decided by Arbitration in Orlando, Florida in accordance with the Home Construction Arbitration Rules of the American Arbitration Association in existence at the time of filing. This paragraph 15 shall govern and control over any conflicting language found in the HBW 2-10 Home Buyer's Warranty.

Notice of the demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. (NOTE: this Arbitration demand must be filed **after** first complying with the Florida law described in paragraph 27 below.) The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law of the State of Florida. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration and Florida law as well as the Federal Arbitration Act.

Prior to the closing of the sale of the home the provisions of Paragraph 14 (Governing Law, Jurisdiction and Venue) shall govern. No class action claims may be asserted or arbitrated in connection with this Agreement.

NOTICE: BUYER AND SELLER EACH WAIVES THE RIGHT OF A JUDICIAL FORUM AND OF A JURY TRIAL WITH REGARD TO ANY CLAIM OR DISPUTE BETWEEN THEM ARISING AFTER THE CLOSING OF THE SALE OF THE HOME, AND BY SIGNING BELOW THE BUYER AND SELLER EACH UNDERSTAND AND AGREE THAT THEY ARE GIVING UP ANY RIGHT THEY MAY POSSESS TO HAVE ANY SUCH CLAIM OR DISPUTE LITIGATED IN A COURT OR BEFORE A JURY AND EACH AGREE THAT ARBITRATION AS DESCRIBED HEREIN IS A FAIR SUBSTITUTE FOR SUCH LITIGATION.

Buyer and Seller hereby covenant and agree to waive and release any right they may have to bring any claim or claims asserted in connection with or related to this Agreement as a class action lawsuit or arbitration, as a participant or claimant in a class action lawsuit or arbitration, or on a class or consolidated basis.

This section shall survive closing and shall not be merged into the deed delivered at closing.

16. WAIVER: Time is of the essence of this Agreement. No waiver hereunder shall be effective unless in writing signed by the party against whom enforcement of the waiver is sought. No waiver by Seller or Buyer of any breach of any provision hereof shall be construed as a waiver of any separate or succeeding breach thereof. This Agreement may only be modified by a written instrument executed by Buyer and Seller.

BUYER and SELLER also waive all rights of recovery against each other for damages not covered by the building warranty, caused by defects in construction, but only to the extent the damage is covered by insurance purchased and maintained by the buyer. This waiver includes claims which could be made due to the negligence of the SELLER. Buyer and Seller on behalf of themselves and their insurance carriers waive any rights of subrogation to the extent of any payment made by any insurer.

17. ASSIGNMENT: This Agreement is binding upon the heirs, executors, administrators and successors of the respective parties. This Agreement may be assigned by the Seller without the approval of the Buyer, but may not be assigned by Buyer without the prior written approval of Seller, which approval may be denied by Seller in its sole discretion.

18. RECORDING CONTRACT: This Agreement or any short form of this Agreement or any notice of this Agreement may not be recorded.

19. WARRANTY: SELLER WILL PROVIDE BUYER WITH A WRITTEN ONE YEAR (1) WARRANTY ON THE

HOME. THE EFFECTIVE DATE OF WARRANTY IS THE DATE OF CLOSING AND FIRST TITLE TRANSFER DATE. BUYER ACKNOWLEDGES AND AGREES THAT THE WARRANTY HAS BEEN MADE AVAILABLE TO BUYER AND IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TERMS OF THE WARRANTY, THE TERMS OF THIS AGREEMENT SHALL GOVERN AND CONTROL. THIS WARRANTY IS AN EXPRESS LIMITED WARRANTY AND THE RELIEF AND REMEDIES SET FORTH IN THE WARRANTY CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER AFTER THE CLOSING ON THE HOME PURSUANT TO THIS AGREEMENT. THE WARRANTY PROVISIONS IN THE WARRANTY CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTY PROVIDED TO THE BUYER AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE), ARE DISCLAIMED BY SELLER AND WAIVED BY BUYER. BUYER HEREBY ACCEPTS THE WARRANTY AND THE EXPRESS LIMITED WARRANTY PROVISIONS IN THE WARRANTY. IN THE EVENT ANY DEFECTS OR CLAIMS ARE EXCLUDED FROM COVERAGE UNDER THE WARRANTY, BUYER HEREBY WAIVES THE RIGHT TO SEEK DAMAGES OR OTHER LEGAL OR EQUITABLE REMEDIES AGAINST SELLER FOR SUCH EXCLUDED ITEMS.

As to items not of Seller's manufacture, such as any air conditioner, water heater, range, dishwasher and all other appliances, equipment or "consumer products" as defined by the Federal Trade Commission, Seller agrees to transfer to Buyer the manufacturer's warranty, without recourse, and Seller shall make no warranty on such items. Buyer shall be obligated to notify Seller in writing at its office, of any defects, as promptly as is reasonably possible. Seller shall not be liable for any consequential damages. Correction of defects as specified above shall constitute fulfillment of all liabilities to Buyer, whether based on contract, tort or otherwise.

20. ACKNOWLEDGEMENT AND EFFECTIVE DATE: Buyer acknowledges that Buyer has read and understands the terms and conditions of this Agreement and agrees to purchase the Property at and for the stipulated price and terms, and that this Agreement constitutes an offer to purchase by buyer and shall not be binding upon Seller until it has been approved and countersigned by Seller where indicated on the signature page below. The effective date of this Agreement shall be date of execution by Seller. Buyer hereby waives notice of acceptance of this agreement by Seller.

21. ATTORNEY'S FEES: In any litigation or arbitration arising out of this Agreement each party shall be responsible for his or her own attorney's fees and costs.

22. RADON GAS: The following disclosure regarding radon gas is required by Florida Law: 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 PUBLIC HEALTH UNIT.

Seller does not conduct any testing for Radon on the Home and Seller makes no representation concerning the presence or absence of Radon gas in the Home at any time or in any quantity. Buyer hereby expressly releases Seller from any loss, claim, liability or damage hereafter arising from or related to the presence at any time of Radon gas in the Home.

23. MOLD: Mold is a type of fungus. It occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can and will grow in Buyer's home. Most Florida homeowners are familiar with mold growth in the form of bread mold and mold that that will grow on bathroom tile called mildew. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. Seller's Homeowner Manual provides further information regarding mold and lists steps Buyer can take to minimize this inconvenient aspect of life in Florida's high humidity environment, the contents of which are herein incorporated by reference.

Seller makes no representation concerning the presence or absence of mold or mildew in the home at any time or in any quantity. Buyer hereby expressly releases Seller from any loss, claim, liability or damage now or hereafter arising from or

related to the presence at any time of mold or mildew in the Home.

24. ITEMS THAT MUST BE SELECTED AT TIME OF CONTRACT: This list is intended to be comprehensive as to items that impact building plans required for issuance of a building permit and to assist you with your decisions. NOTE, items listed below may not be available in all homes or in all product lines:

- a. Elevation of Home
- b. Garage Hand (may already be pre-determined by Seller's garage hand list)
- c. Third (3rd) Car Garage option
- d. Garage Side Service (or pedestrian) door
- e. Pool Bath option & Pool Bath Door
- f. Bay Window
- g. Sliding Glass Door options
- h. Entertainment Centers (if pop-out or build-out)
- i. Covered Porch or Patio
- j. Bonus Room (upstairs OR downstairs) or other additional living space
- k. Bonus Room Bath option
- l. Any Added Bathrooms & Alternative Bath options
- m. Optional Additional Lavatory
- n. Sitting Room options
- o. Flex Space (garages, etc.)
- p. Brick or Stone Façade (not just elevation changes)

25. MATH ERRORS: Any error in math in this Agreement or in any subsequent Addendum or Change Order shall be subject to correction and both Buyer and Seller shall be bound by such correction(s). Buyer and Seller each agree to cooperate with each other party to correct any clerical or mathematical errors to adjust any overdisbursement or underdisbursement which occurs in connection with the closing. Such amounts shall be paid within five (5) business days of receipt by either party of written notice of the error.

26. ADDITIONAL DOCUMENTS RECEIVED BY THE BUYER: By initialing below Buyer acknowledges receipt of the following documents (indicate "N/A" if appropriate):

- ☒ _____ Addendum "A" (Options)
- ☒ _____ Addendum "B" (Closing Costs)
- ☒ _____ Addendum "D" (Acknowledgement of Receipt of Disclosure of Deed Restrictions and Fees)
- ☒ _____ Addendum "F" (Short Term Rental Disclaimer)
- ☒ _____ Addendum "G" (No Third Party Inducements Acknowledgement)
- ☒ _____ Energy Efficiency Brochure
- ☒ _____ U. S. Funds Disclosure for Off-Shore Purchasers
- ☒ _____ Homeowners Manual
- ☒ _____ Elevations and Floor Plans
- ☒ _____ Standard Feature Sheet
- ☒ _____ Steps in the Buying/Building Process

X _____ Authorization for Pre-Closing Inspection Agent

X _____ Recovery Fund Disclosure

X _____ RESPA Affiliated Business Arrangement Disclosure (Wells Fargo)

X _____ RESPA Affiliated Business Arrangement Disclosure (Gulf Atlantic)

X _____ FREC Notice of Non-Representation

27. The following notices are required under Florida law:

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

Note: this Florida law also applies to any demand for Arbitration pursuant to paragraph 15 of this Agreement.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND :

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:

**1940, N.Monroe St.
Tallahassee, FL 32399
(850) 487-1395**

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, (ADDENDUM D), HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT 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.

28. Facsimile Copies and e-mail: Facsimile copies of this Agreement and all of its Addenda and any signatures thereon shall be considered as originals for all purposes. Either party may provide notice to the other by electronic mail.

29. License to enter on Land: Buyer grants Seller an irrevocable right and license to enter into, upon, over, under or through the property on which the Home is constructed after the date of Closing until completion of the Community and/or Master Community, if applicable. This license is given to the Seller for the completion of construction, installation of landscaping, repairs, emergency matters or pursuant to governmental order or other requirements related to the Community and/or Master Community, if applicable. This Section shall survive Closing and delivery of the Deed.

30. Partial Invalidity: If any portion of this Agreement is to be held illegal, invalid, or unenforceable the remainder of this Agreement shall remain in effect as written.

31. Promotional Activity: Buyer hereby gives permission to use photographs or other renderings of the exterior of the home being purchased for promotional purposes. Buyer also hereby gives permission to Seller, the Association and the Master Association to send information, promotional or otherwise, to Buyer, via facsimile, regular mail or email, in connection with this transaction or the _____ Community generally. This clause shall survive Closing.

32. View and Noise Disclaimer: Buyer acknowledges, understands and agrees that the Lot is being sold by Seller and purchased by Buyer without any guarantee of the view from the Lot and any view that the Lot currently enjoys may be impaired or obstructed by the construction of homes, fences, walls, landscaping, and other improvements in the community. Seller makes, and has made absolutely no representations or warranties whatsoever with respect to the view from the Lot, and Seller shall have no liability or responsibility to Buyer for any loss, damage or expenses incurred by Buyer that are occasioned by the view from a Lot or loss thereof. Buyer acknowledges and agrees that, in as much as Buyer is purchasing the Home during a period of construction within the Community, and the construction of the Home may be completed prior to the completion of construction of other units and streets in the Community, there may be certain inconveniences to Buyer until all construction within the Community is complete. Inconveniences may include noise, dust, odors, and debris associated with construction, interference with access and temporary interruptions of utility services. Buyer waives all claims against Seller with respect to any such inconveniences.

33. Insulation: Insulation will be installed in the Home at a minimum as follows where construction allows:

Exterior walls:

Type: _____ Thickness: _____ R-value: _____

Ceiling (except over garage, unairconditioned storage room, or between floors where space above and below is air-conditioned.):

Type: _____ Thickness: _____ R-value: _____

34. Energy Efficiency Rating: Buyer hereby acknowledges receipt of the general information brochure regarding the Florida Building Energy-Efficiency Rating System prepared by the State of Florida Department of Community Affairs, pursuant to Section 553.996, Florida Statutes. This provision shall serve as written notification that Buyer may have the Home's energy-efficiency rating determined at the Buyer's sole expense, which shall be paid no later than Closing. As required by Section 553.9085, Florida Statutes, an energy performance level display card, once completed by the local building official and certified by Seller as accurate and correct, shall be deemed an addendum to this Agreement, whether or not actually attached.

35. Environmental Notice/Disclaimer: The Home and its occupants may now or in the future be exposed to various environmental conditions in or near the Home (including, but not limited to, radon gas, electromagnetic fields from power lines and appliances, the presence of surface and underground utility facilities, and the possibility of air, water, and soil pollution. Seller does not claim any expertise concerning such conditions. Seller makes no representations or warranties, express or implied, about such conditions, and expressly disclaims any liability for any type of damages such conditions might cause to the home or its occupants. For additional information, contact local, state, or federal environmental agencies or other available sources.

36. Water Levels: Buyer acknowledges that a Florida Water Management District is the local permitting authority for surface water permits. Therefore, Buyer understands and acknowledges that on-site lakes, if any, are designed as water management areas and are not designed as aesthetic features. Due to low ground water elevations within the immediate area, lakes located on site, if any, may be extremely shallow or dry during several months of the year. Further, ground water elevations may be higher than desirable during several months of the year. Buyer further understands and acknowledges that Seller has no control over such elevations. Buyer waives and forever releases all claims, demands, and causes of action, if any, that Buyer may have at any time or times against Seller for all fluctuations in the water elevations in the lakes around or in the community, including the absence of water or excessive water in the lakes. The provisions of this Section shall survive the Closing and delivery of the Deed.

37. Plan Copyright: It is understood by Buyer that the plan for the Home is the property of Seller and is protected by United States Copyright Laws. Any modifications to such plan suggested or made by Buyer become the property of Seller. Buyer agrees not to infringe Seller's copyright in any manner, including the construction of a dwelling substantially similar to that which is the subject of this Agreement. Any violation of the copyright law shall also constitute a breach of this Agreement. This Section shall not merge in the deed of conveyance and shall survive Closing.

38. Sinkhole Activity: Certain areas of Florida have experienced "sinkhole" soil settlement activity. Seller has consulted with soil engineers about the potential for sinkhole development in the area, and has been advised that no soil study or investigation can offer any guarantees that a sinkhole will not develop on a specific lot. Buyer has also been informed that soil engineers can conduct testing and exploration of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Seller assumes no responsibility to make any such tests, but Buyer shall be permitted to do so, at Buyer's expense, if Buyer so desires. Seller makes no warranties or representations, express or implied, regarding the existing or future soils conditions on the Lot. Seller expressly disclaims any liability for any damages, whether direct, indirect, or consequential, the Home or Lot may suffer because of settlement, sinking, or collapse of the earth on the Lot.

39. Waiver of Jury Trial: Buyer and Seller each waive their right to trial by jury with regard to any dispute arising out of or related to this Agreement.

ALL OF THESE TERMS, CONDITIONS AND PROVISIONS SET FORTH ON ALL THIRTEEN PAGES OF THIS AGREEMENT, ANY ATTACHED ADDENDUMS AND THE DOCUMENTS DESCRIBED IN PARAGRAPH 26 ABOVE ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.
IN WITNESS WHEREOF, the parties have hereunto placed their signatures this

_____ day of _____, 20____.

X _____
Buyer Date

Sales Consultant(s) Date

X _____
Buyer Date

Seller Date

NOT VALID UNLESS SIGNED BY SELLER

Address: _____
City, State, Zip: _____
Country: _____

Office Phone: _____
Broker Office: _____
Address: _____

Phone: _____
Bus. Phone: _____
Cell Phone: _____
Email Addr. _____

Realtor/Agent Name: _____
Realtor/Agent Phone: _____
Realtor/Agent Cell: _____
Realtor/Agent Email: _____