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09 Indigo Creek 50s  
Gonzalez (Q-202172)  
Lot 34 (000034)

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**  
**(Taylor Morrison Insurance Services, Inc.)**

Home Address: 731 Sky Shade Dr, Apollo Beach, FL, 33572  
Community: Indigo Creek

The purpose of this disclosure is to give notice that Taylor Morrison of Florida, Inc., a Florida corporation ("Seller") has a business relationship with Taylor Morrison Insurance Services, Inc., a Delaware corporation ("**Taylor Morrison Insurance Services, Inc.**"). Specifically, Seller's affiliate holds ownership of at least 1% in Taylor Morrison Insurance Services. Because of this relationship, this referral may provide Seller with a financial or other benefit.

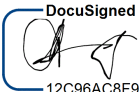
Set forth below is the estimated charge or range of charges for the settlement services listed (these charges may vary according to the County or area in which the property is located). You are NOT required to use the listed provider as a condition for the purchase of the Property or the settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

TAYLOR MORRISON INSURANCE SERVICES DESCRIPTION OF SETTLEMENT SERVICES	ESTIMATED CHARGES OR RANGE OF CHARGES - ANNUAL PREMIUM
Homeowner's Insurance	.1%-2.5% of Home Price
Flood Insurance	.1%-1.0% of Home Price


**ACKNOWLEDGEMENT**

I/we have read this Disclosure Statement, and understand that Seller is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

**BUYER:**

DocuSigned by:  
  
12C96AC8F96D4B2...  
Gerardo Roman Gonzalez

10/12/2025  
Date

Signed by:  
  
BF77545BB20549B...  
Krystina Lis Gonzalez

10/12/2025  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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### PURCHASE AGREEMENT

**THIS DOCUMENT IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH PARTIES. PLEASE READ IT CAREFULLY. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR OBLIGATIONS UNDER THIS PURCHASE AGREEMENT, YOU SHOULD CONSULT WITH A LEGAL PROFESSIONAL, TAX ADVISOR OR OTHER FINANCIAL ADVISOR BEFORE SIGNING IT.**

**PARAGRAPH 11 OF THIS PURCHASE AGREEMENT CONTAINS A DISPUTE RESOLUTION PROVISION, WHICH INCLUDES BINDING ARBITRATION. BY EXECUTING THIS PURCHASE AGREEMENT BUYER AGREES THAT ANY DISPUTE BETWEEN BUYER AND SELLER WILL BE RESOLVED BY BINDING ARBITRATION AND THAT BUYER THEREFORE WAIVES BUYER'S RIGHTS TO PROCEED IN COURT AND TO HAVE A JURY TRIAL. THESE PROCEDURES ALSO INCLUDE A WAIVER OF THE RIGHT TO FILE A CLASS ACTION IN AN ARBITRATION PROCEEDING.**

This Purchase Agreement ("**Purchase Agreement**") dated 10/12/2025 ("**Purchase Agreement Date**") is between Buyer and Seller. Buyer's signature on this document and delivery of the Earnest Money Deposit required to be paid upon execution of this Purchase Agreement to Seller constitutes an "**Offer**" to purchase the Property. Seller's Authorized Representative's signature on this document and the successful release in good funds to Seller or Closing Agent of the Earnest Money Deposit constitutes "**Acceptance**" of the Offer. The date of Acceptance of the Offer is the "**Effective Date**" of this Purchase Agreement. All initially capitalized terms not defined herein shall have the meaning set forth below.

#### **1. BASIC TERMS.**

**1.1 Seller.** "**Seller**" is Taylor Morrison of Florida, Inc., a Florida corporation Seller's address: 10210 Highland Manor Dr., Suite 400A, Tampa, FL, 33610

**1.2 Buyer.** "**Buyer**" is the party, or collectively, the parties, listed below:

*Full Legal Name: Gerardo Roman Gonzalez		
Present Address: 11483 Cambray Creek Loop, Riverview, Florida, United States, 33579		
Mobile Phone: (305) 609-5703	Alternative Phone:	E-mail:gojerry98@gmail.com

**\*This Buyer is the designated recipient of all notices provided under this Purchase Agreement.**

Full Legal Name: Krystina Lis Gonzalez		
Present Address: 11483 Cambray Creek Loop Riverview, FL 33579 United States		
Mobile Phone: (786) 250-9801	Alternative Phone: N/A	E-mail:krystina.gonzalez@gmail.com

Full Legal Name:		
Present Address: N/A		
Mobile Phone: N/A	Alternative Phone: N/A	E-mail:N/A

Full Legal Name:		
Present Address: N/A		
Mobile Phone: N/A	Alternative Phone: N/A	E-mail:N/A

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**1.3 Property.** The property, including the residence located thereon ("**Home**") subject to this Purchase Agreement is as follows (such property including the Home is referred to herein as the "**Property**"):

Street Address: 731 Sky Shade Dr			
City: Apollo Beach	County: Hillsborough	State: FL	Zip Code: 33572
Legal Description (Lot/Block/Section/Plat): Lot 34 INDIGO CREEK PHASE 1, according to the plat thereof recorded in Plat Book 147 Pages 213-223, of the Public Records of Hillsborough County, Florida. (" <b>Lot</b> ")			
Community: Indigo Creek (" <b>Community</b> ")			

If the Property described above is a condominium, then all references to "Lot" under in this Purchase Agreement shall be deemed to refer to the condominium unit and all references to "Property" shall be deemed to include the general and limited/exclusive common elements and other rights appurtenant to the Property.

The Property is Owned by Seller as of the Purchase Agreement Date.

**1.4 Home.** The Home includes the following

Model: GRENADA 1402394	Elevation: N/A	Swing*: Right
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\*Swing of the Home will be determined by Seller. Seller has the right to select or change the Swing of the Home at any time in Seller's sole discretion.

Status of Home Construction (**check one**):

- ☐ To Be Built Home
- ☐ Inventory Home under construction
- ☒ Inventory Home construction completed (See Additional Terms Addendum)
- ☐ Model Home Sale (see Model Home Addendum)
- ☐ Model Home Sales and Leaseback (see Model Home Addendum)

**1.5 Purchase Price.**

Base Price	\$433,999.00
Lot Premium:	\$24,000.00
Options Selected (as of the Purchase Agreement Date):	\$88,575.00
Less Discount	(\$56,575.00)
*Purchase Price (as of the Purchase Agreement Date):	\$489,999.00

\*The Purchase Price does not include Options ordered after the Purchase Agreement Date or any incentives for which Buyer may qualify.

**1.6 Payment of the Purchase Price. (check one):**

- ☐ Buyer will pay cash for the Property.
- ☒ Buyer will obtain a mortgage loan for the Property.

**1.7 Earnest Money Deposit:** \$15,000.00 : Earnest Money Deposit is due by or on the Purchase Agreement Date.

**1.8 Closing Agent.** Buyer is not required to use any Seller suggested closing agent. Buyer may select a closing agent/title company/settlement provider of Buyer's choice for the purposes of title and closing/settlement services. Buyer designates the following individual and/or company for the transaction ("**Closing Agent**"):

- ☒ **Option 1:** Seller's suggested Closing Agent: Inspired Title Services, LLC

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☐ **Option 2:** A different Closing Agent chosen by Buyer (insert name, address and telephone number).

Initial  
GRG

Initial  
KLG

Buyer's initials to confirm option selected above: \_\_\_\_\_

**1.9 Buyer's Real Estate Agent/Broker.** Seller's sales representatives exclusively represent Seller and do not represent Buyer in this transaction and:

Buyer is represented in this transaction by the broker/agent listed below:

Agent Name: Jeff Avila	Broker Name/Company: Quicksilver Real Estate Group
Phone: (813) 288-0300	Email: jeff.avila.realestate@gmail.com
Agent License No: SL3331085	Broker License No: CQ1029019

Initial  
GRG

Initial  
KLG

Buyer's Initials: \_\_\_\_\_

## 2. **PURCHASE PRICE AND DEPOSITS.**



**2.1 Total Purchase Price.** Buyer shall pay the Total Purchase Price for the Property, in addition to all Closing Costs (as defined below). The "**Total Purchase Price**" shall be the Purchase Price of the Property as set forth above, plus the price of all options and upgrades selected by Buyer after the Purchase Agreement Date, minus any incentives or credits which Buyer may qualify for. The final Total Purchase Price will show on the Closing Disclosure (if any) or other closing statement, which Buyer will receive prior to Closing. Except as expressly set forth in the paragraph of this Purchase Agreement entitled "VA/FHA Financing Provisions", Buyer cannot terminate Buyer's obligations under this Purchase Agreement without being deemed in default in the event that an appraisal of the Property is less than the Total Purchase Price and Buyer will be obligated to pay the Total Purchase Price or be subject to the paragraph of this Purchase Agreement entitled "Default and Remedies".

**2.2 Deposits.** Buyer shall deliver all Deposits as required by this Purchase Agreement, which must be paid by Buyer and not third parties. "**Deposits**" mean collectively, the Earnest Money Deposit(s), all Options Deposits (defined below) plus all other deposits paid by Buyer to Seller or the Closing Agent in advance of Closing. All Deposits will be applied to the Total Purchase Price at Closing. Except as expressly provided otherwise in this Purchase Agreement or by applicable law, all Deposits are non-refundable when paid. Notwithstanding anything to the contrary set forth in this Purchase Agreement, all Deposits are refundable in the event of Seller default under this Purchase Agreement. In no event will Buyer be entitled to receive interest on Deposits from Seller. All Deposits and other sums to be paid by Buyer prior to Closing must be paid in U.S. dollars by personal check, certified check, cashier's check or wire transfer in accordance with Seller's specific written instructions. Buyer must replace a check for a Deposit returned for insufficient funds with a cashier's check or by wire transfer (including any fee incurred by Seller) within 48 hours of Seller's request. Buyer's failure to timely pay each Deposit payment will constitute a default by Buyer under this Purchase Agreement.

**2.3 Deposit Disclosure.** NOTICE TO PURCHASER OF RIGHT TO HAVE DEPOSIT FUNDS PLACED IN ESCROW ACCOUNT: THE PURCHASER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE TOTAL PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS

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RIGHT MAY BE WAIVED, IN WRITING BY BUYER. BUYER, BY ITS INITIALS BELOW, HEREBY WAIVES THE RIGHT TO HAVE ALL DEPOSIT FUNDS DEPOSITED INTO AN ESCROW ACCOUNT (Florida Statutes Section 501.1375).


  
 Buyer's Initials: \_\_\_\_\_

### 3. FINANCING.



**3.1 Cash Purchase.** If Buyer will pay cash for the Property, within 3 business days after the Purchase Agreement Date, Buyer shall submit to Seller proof satisfactory to Seller that Buyer has and will have prior to Closing cash in a United States bank or financial institution sufficient to effectuate Closing. Buyer shall retain the funds in such depository until the date which is 5 days before Closing at which time Buyer shall deposit with Closing Agent, in cash, all funds required to effectuate Closing. At any time prior to the Closing Date, within 3 business days of a request by Seller, Buyer shall provide Seller evidence that Buyer will have the cash required to purchase the Property upon Closing.

**3.2 Mortgage Loan Prequalification.** If Buyer will obtain a mortgage loan, prior to Buyer's execution of this Purchase Agreement and unless waived by Seller, Buyer must deliver to Seller written evidence from Taylor Morrison Home Funding, Inc. ("**Affiliated Lender**") that Buyer has been pre-qualified for Buyer's loan in an amount sufficient to complete the purchase of the Property. Prior to signing this Purchase Agreement Buyer received a disclosure notice regarding the affiliation between Seller and Affiliated Lender. Buyer is under no obligation to obtain financing from the Affiliated Lender, and Buyer may select any lending institution of Buyer's choice to secure a loan.

**3.3 Mortgage Loan Purchase.** If Buyer will obtain a mortgage loan, Buyer's lender will be ("**Buyer's Lender**"):

☒ **Option 1: Affiliated Lender:** Seller encourages Buyer to use the Affiliated Lender given the Affiliated Lender's experience with transactions such as those contemplated in this Purchase Agreement. Buyer is under no obligation to obtain financing from the Affiliated Lender, and Buyer may select any lending institution of Buyer's choice to secure a loan. If Buyer elects to apply for a loan with the Affiliated Lender and does so within the time periods set forth herein, Buyer will be eligible for a Conditional Loan Approval Contingency in accordance with and subject to the terms set forth below.

☐ **Option 2: Non-Affiliated Lender:** *(If selected, provide information below):*


  
 Buyer's initials to confirm option selected above: \_\_\_\_\_

**3.4 Loan Application.** Within 5 days of the Purchase Agreement Date, Buyer shall submit a completed loan application to Buyer's Lender. Buyer shall take all required steps to allow prompt processing of the application for the loan, including fully responding to any requests from Buyer's Lender for documents or information within 3 days of such request.

**3.5 Loan Approval.** Buyer shall use good faith efforts to obtain as soon as possible, but no later than 45 days after the Purchase Agreement Date ("**Conditional Loan Approval Deadline**"), a written statement from Buyer's Lender stating: (i) Buyer has been approved for a loan in the amount necessary to purchase the Property, and (ii) all conditions necessary for Buyer's Lender to fund the loan ("**Notice of Conditional Loan Approval**"). Buyer shall promptly deliver a copy of the Notice of Conditional Loan Approval to Seller. If Buyer has not delivered the Notice of Conditional Loan Approval to Seller by the Conditional Loan Approval Deadline, then, at any time thereafter, Seller may cancel this Purchase Agreement by delivering notice thereof to Buyer, whereupon Seller may retain all Deposits or receive all Deposits from the Closing Agent (to the extent the Deposits are being held by the Closing Agent), or extend the Conditional Loan Approval Deadline which extension must be in a written amendment to this Purchase Agreement executed by Seller. **ANY CONDITIONS SET FORTH IN THE NOTICE OF CONDITIONAL LOAN APPROVAL OR OTHERWISE IMPOSED BY BUYER'S LENDER, INCLUDING, WITHOUT LIMITATION, THE SALE OF BUYER'S CURRENT RESIDENCE OR OTHER PROPERTY, ARE NOT CONDITIONS FOR BUYER'S**

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**PERFORMANCE UNDER THIS PURCHASE AGREEMENT UNLESS EXPRESSLY SET FORTH OTHERWISE IN AN ADDENDUM TO THIS PURCHASE AGREEMENT. IF BUYER ELECTS TO APPLY FOR MORTGAGE FINANCING CONTINGENT ON THE SALE OF BUYER'S CURRENT RESIDENCE OR OTHER PROPERTY, BUYER DOES SO AT BUYER'S RISK.** Seller may elect to delay construction of the Home until Buyer has delivered a Notice of Conditional Loan Approval to Seller.

### **3.6 Conditional Loan Approval Contingency (Only if Using Affiliated Lender).**

**3.6.1 Qualification for Contingency.** If, and only if, Buyer applies for a loan with the Affiliated Lender in accordance with the paragraph of this Purchase Agreement entitled "Loan Application", Buyer's Deposits will be refundable if Buyer is unable to obtain a Notice of Conditional Loan Approval from the Affiliated Lender by the Conditional Loan Approval Deadline and Buyer terminates this Purchase Agreement as set forth below ("**Conditional Loan Approval Contingency**"). Buyer will not have a Conditional Loan Approval Contingency if Buyer does not apply for a loan with the Affiliated Lender.

**3.6.2 Exercise of Contingency.** If Buyer qualifies for the Conditional Loan Approval Contingency and Buyer is unable to provide Seller with the Notice of Conditional Loan Approval from the Affiliated Lender prior to the Conditional Loan Approval Deadline, then Buyer will be entitled to a refund of Buyer's Deposits if: (i) Buyer provides written notice of cancellation of this Purchase Agreement to Seller within 5 days of receipt of failure to qualify or denial of a Loan from the Affiliated Lender, but in no event later than the Conditional Loan Approval Deadline; and (ii) Buyer is not otherwise in default of this Purchase Agreement.

**3.6.3 Termination of Contingency.** The Conditional Loan Approval Contingency shall automatically terminate, without any action required by Buyer or Seller upon the earlier of: (i) delivery by Buyer to Seller of the Notice of Conditional Loan Approval; (ii) the Conditional Loan Approval Deadline; or (iii) 5 days from the date Buyer receives notice from the Affiliated Lender that Buyer has failed to qualify for, or been otherwise denied a loan, or the Affiliated Lender has referred Buyer to another lender, and Buyer has not provided written notice of cancellation to Seller within the 5 day period. **Upon termination of the Conditional Loan Approval Contingency, Buyer will no longer have the right to receive a return of Deposits pursuant to this provision, even if Buyer is subsequently unable to satisfy any conditions necessary to fund the loan or Buyer is unable to obtain final loan approval.**

**3.7 Buyer's Obligation to Notify Seller.** Within 3 days after Buyer's receipt thereof, Buyer shall provide Seller a copy of any correspondence from Buyer's Lender that: (i) Buyer's Lender has approved making a loan to Buyer (even if subject to conditions); (ii) Buyer has failed to qualify for, or been otherwise denied, a loan; or (iii) the approval or approval conditions of Buyer's loan have changed from that reported in any prior correspondence. Buyer shall notify Seller of any reason that impairs Buyer's ability to obtain financing or otherwise perform under this Purchase Agreement, within 3 days of Buyer becoming aware of such reason. In addition, at any time prior to Closing, within 3 days of a request by Seller, Buyer shall provide Seller evidence that Buyer, upon Closing, will have the cash required in addition to the financing to purchase the Property.

**3.8 Changes in Closing Agent/Lender/Loan Terms.** Buyer acknowledges a change of closing agent, lender or loan terms may impact Buyer's ability to close on the Closing Date. Seller shall have no obligation to delay the Closing Date for any Buyer delay and such delay will constitute a default under this Purchase Agreement.

**3.9 Seller's Authorization to Disclose Lender Information.** Buyer gives Seller permission to: (i) disclose to Buyer's Lender information about Buyer known to Seller; and (ii) obtain information from Buyer's Lender regarding Buyer's loan. Buyer authorizes Buyer's Lender to disclose to Seller and Closing Agent information and documents regarding the progress, status and conditions of Buyer's loan application, Notice of Conditional Loan Approval and funding of the loan. Such personal financial or other information will be treated in accordance with all federal, state and lender regulations regarding same. Buyer shall execute any documents needed for Seller to obtain information regarding Buyer's loan.

**3.10 Financing and Interest Rate Locks.** Seller has not reviewed or approved any of Buyer's Lender's materials and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer acknowledges that any interest rate, loan fees estimates, monthly payment estimates or quotations that may have been provided to Buyer are for illustrative purposes only and may not represent actual rates, fees or payments. Seller is not responsible for the failure of Closing to occur prior to the expiration of any mortgage interest rate lock agreements between Buyer and Buyer's Lender.

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**3.11 FHA/VA Financing Provisions.** Notwithstanding anything to the contrary set forth in this Purchase Agreement and any other addenda and amendment thereto, if and only if, Buyer is purchasing the Property using a loan guaranteed by U.S. Department of Veterans Affairs ("**VA**") or insured by the Federal Housing Administration ("**FHA**"), then the following provisions shall control, as applicable.

**3.11.1 Closing Costs for FHA/VA Loan.** To the extent permitted by FHA or VA (as applicable), Buyer shall pay all Closing Costs to be paid by Buyer pursuant to this Purchase Agreement. Seller shall pay all other Closing Costs; provided that such Closing Costs are reasonable.

**3.11.2 Appraisals for FHA/VA Loan.** It is expressly agreed that notwithstanding any other provisions of this Purchase Agreement, Buyer shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of Deposits or otherwise unless Buyer 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 (as applicable) setting forth the appraised value of the Property of not less than the Total Purchase Price. Buyer shall have the privilege and option of proceeding with the purchase 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 or Department of Veterans Affairs (as applicable) will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

**3.11.3 FHA/VA Cancellation.** If the appraised valuation of the Property is less than the Total Purchase Price, Buyer shall have 10 days after receipt of the written statement setting forth the appraised value in which to elect either to cancel the Purchase Agreement or to complete the purchase of the Property. Seller shall have no obligation to reduce the Purchase Price based upon any appraisal. Buyer shall notify Seller and Closing Agent in writing of Buyer's election within that 10-day period. If Buyer elects to cancel this Purchase Agreement pursuant to this paragraph or if Buyer does not elect within the 10-day period to complete its purchase of the Property, or if Buyer fails to respond within the 10-day period, Seller (or Sales Closing Agent, if the Closing Agent is holding any Deposits) shall cause the Deposits to be refunded to Buyer no later than 15 days after expiration of the 10-day period. Upon return of the Deposits to Buyer, Seller shall not have any further obligations to Buyer under this Purchase Agreement, unless Seller is then in default. Buyer acknowledges and agrees that in the event Buyer elects to complete the purchase of the Property for a price in excess of the appraised value, then Buyer will be obligated to pay the difference between the Total Purchase Price and such appraised value.

#### **4. OPTIONS AND UPGRADES.**

**4.1 Options and Upgrades.** Seller may, but has no obligation to, offer Buyer various selections, options, upgrades or extras on items that may be installed in the Home (collectively, "**Options**"). Seller reserves the right to limit, modify or condition Options offered with respect to the Home.

**4.2 Time for Selecting Options.** If the construction on the Home has not commenced and unless already chosen and/or installed by Seller as of the Purchase Agreement Date, Buyer must: (i) select all structural Options by or on the Purchase Agreement Date, and (ii) select all non-structural Options within 10 days of the Purchase Agreement Date.

Buyer's selected Options will be set forth on an Options Report Addendum and/or Options Report Amendment (collectively referred to herein as "**Options Report**") and are not deemed made until such Addendum/Amendment is signed by Buyer and Buyer has paid the necessary Deposits for the Options ("**Options Deposits**"), as detailed below. Buyer's selection of Options will be final and binding when made. If Buyer fails to timely make the Options selections and/or make the required Options Deposits, Seller may (but is not obligated to): (i) select the Options for Buyer; or (ii) cancel this Purchase Agreement by delivering notice thereof to Buyer, whereupon Seller may retain all Deposits.

**4.3 Options Deposits.** Prices of all Options are subject to change without notification prior to Buyer making an Option selection. Current pricing will be quoted at the time of Buyer's selection of the Options. Options Deposits are due when Options are selected by Buyer, payable to Seller by check only. Options Deposits are non-refundable for any reason other than Seller's default under this Purchase Agreement. Except for the Conditional Loan Approval Contingency, Option Deposits will not be refunded to Buyer if Buyer elects to cancel this Purchase Agreement pursuant to a contingency. Except as otherwise provided, Options Deposits shall be as follows: total Options up to \$10000 require an Options Deposit

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of \$1000.00 and total Options over \$10000.00 require an Options Deposit of \$1000.00 plus 25.00 % of the amount over \$10001.00.

**4.3.1 Swimming Pool Option.** Seller may offer a swimming pool Option ("Pool Option"). Seller's Options and Upgrades Policy addresses the availability and conditions for the Pool Option. If available, Buyer must: (i) select any Pool Option by or on the Purchase Agreement Date, and (ii) select all non-structural pool design options ("**Non-Structural Pool Options**") within \_\_\_\_ days of the Purchase Agreement Date. The Options Deposit for the pool is 50 % of the cost of the Pool Option. Except as otherwise provided, all other provisions of this Purchase Agreement that are applicable to Options shall apply to the Pool Option. Option Deposits for Pool Options are non-refundable in any event, including, but not limited to in the event that Buyer elects to cancel the Purchase Agreement pursuant to a contingency including the Conditional Loan Approval Contingency.

**4.4 Unavailability or Delay of Options.** If Buyer has selected an Option which Seller later determines is unavailable, or cannot be delivered on a timely basis and Seller determines that such delay is expected to delay Closing, Seller will request Buyer to either: (i) select alternative Options; or (ii) cancel the order for such Options and receive a refund for that portion of the Options Deposit associated with such Options. Seller's inability to obtain or to timely obtain any Options, or Buyer's failure to select alternative Options shall not constitute a Seller default, nor entitle Buyer to cancel this Purchase Agreement. If Buyer fails to select either of the alternatives provided above within 5 days following notice from Seller, Seller shall have the unilateral right to return that portion of Buyer's Options Deposit associated with such unavailable or delayed Options and install standard items or finishes instead.

**4.5 Options Financing.** Buyer is responsible for confirming whether Buyer's Lender will finance the cost of Options before finalizing the selection of Options. Buyer acknowledges that the appraised value of the Property (or the amount of any loan) may not increase in direct proportion to the price increase attributable to the addition of some Options. If the appraised value of the Property (or the amount of any loan) does not correspondingly increase, Buyer will be responsible for payment of any shortfall in cash at Closing.

**4.6 Option Changes.** If Buyer requests to add Options after the deadline for Buyer to select non-structural Options or Buyer requests to change a previously selected Option(s), Seller may, but is under no obligation to, approve such addition or change. Buyer will be charged a non-refundable fee of \$500 per each additional changed Option requested by Buyer due at the time of Buyer request. Any approved changes or additions must be set forth on an Options Report.

**4.7 Non-Standard Requests.** If Buyer requests an Option not regularly offered by Seller ("**Non-Standard Option**"), Seller may, but is under no obligation to, approve the Non-Standard Option. Buyer will be charged a non-refundable fee of \$500.00 for each Non-Standard Options request made by Buyer due at the time of Buyer's request. If Seller approves the Non-Standard Options request, Buyer shall pay the Non-Standard Options Deposit at the time the Non-Standard Options are approved by Seller, which shall be payable to Seller by check only. The minimum total cost for any Non-Standard Option shall be \$0.00. Any approved Non-Standard Options must be set forth on an Options Report.

## **5. HOME CONSTRUCTION.**

**5.1 Seller is Not Buyer's Contractor.** Buyer is purchasing the Property as a completed Property and Seller is not acting as a contractor for Buyer in the construction of the Home. Buyer shall acquire no right, title or interest in or to the Property except the right and obligation to purchase the Property, upon the completion of construction in accordance with the terms of this Purchase Agreement. The direction and supervision of the working forces, including, but not limited to, any and all subcontractors, rests exclusively with Seller and Buyer shall not issue any instruction to, or otherwise interfere with, the working forces.

**5.2 Time Frame for Construction of the Home.** Construction of the Home will begin and progress according to Seller's construction schedule, as determined by Seller in its sole discretion. It is the intention of the parties that the sale described in this Purchase Agreement qualify for the exemption provided by 15 U.S.C. Section 1702(a)(2) (Improved Lot Exemption), and nothing contained herein shall be construed or operate, as to any obligations of Seller or rights of Buyer, in a manner which would render said exemption inapplicable. Accordingly, Buyer and Seller authorize any court which interprets this Purchase Agreement to construe it liberally so that such exemption is available. Notwithstanding anything in this Purchase Agreement to the contrary, Seller shall complete the Home no later than 2 years after the Purchase



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Agreement Date, except for delays caused by acts of God or other matters that qualify under impossibility of performance principles recognized under the laws of the state in which the Property is located, in which case the completion date will be extended by an amount of time equivalent to such delays. Seller will use reasonable efforts to keep Buyer informed of its construction schedule, but cannot guarantee any specific completion date or construction schedule. Seller is not responsible for inconvenience, loss, expense or other consequences to Buyer resulting from delays in construction completion (including, without limitation, moving and storage fees, hotel or rental accommodations, etc.) provided that the Home is completed within the time period set forth in this paragraph. Seller is not responsible for delays in the installation or service of telephone, cable television, internet, mail or similar services at, or after Closing, provided that all necessary and customary utilities are extended to the Home within the time period set forth in this paragraph.

**5.3 Visits to the Construction Site and Assumption of Liability and Risk.** Buyer acknowledges that portions of the Community are an active construction area and inherently dangerous due to the physical condition and the related activities commonly carried on in such areas. Buyer and its visitors may not visit any construction site in the Community without permission and without being accompanied by a representative of Seller. All site visits are subject to the Site Visitation Policy and Procedures which has been provided to Buyer and which may be amended from time to time at Seller's discretion. Hard hats and closed toe shoes are required while visiting any construction site. Any entry to a construction site is at Buyer's sole risk and Buyer waives the right to make claims against Seller for any personal injury or property damage that Buyer, Buyer's guests and/or minor children may incur. Buyer agrees to release, indemnify and hold Seller harmless from and against any and all personal injuries, property damage, or any other claim or injury incurred by Buyer, or Buyer's visitors on the Property before Closing, or on any construction site at the Community at any and all times before and after Closing.

## **6. NEW HOME DEMONSTRATION.**

**6.1 New Home Demonstration.** Upon Seller's determination of substantial completion of the Home and before Closing, either Buyer or Buyer's designated agent (a party not affiliated with Seller, designated in writing by Buyer to Seller in advance of the demonstration) ("**Designated Agent**") shall participate in a demonstration for the Home with Seller's representative ("**New Home Demonstration**"). The purpose of the New Home Demonstration is to demonstrate the Home's features. Items discovered during the New Home Demonstration shall not provide a basis for Buyer to cancel this Purchase Agreement, withhold funds or delay Closing. Attendance at the New Home Demonstration is limited to Buyer (or Buyer's Designated Agent) and Buyer's registered broker (if applicable).

**6.2 Independent Home Inspection.** Buyer is being provided with the Independent Home Inspectors Policy and Procedures for Buyer's review. Buyer may have independent home inspector inspect the Property only upon execution of the Independent Home Inspectors Policy and Procedures by Buyer and Buyer's home inspector and compliance by Buyer and Buyer's home inspector of all requirements and procedures set forth therein. Seller is not required to sign any inspection lists or reports prepared by Buyer or Buyer's independent home inspector and such inspections, reports or lists shall not provide a basis for Buyer to cancel this Purchase Agreement, withhold funds or delay Closing.

## **7. CLOSING AGENT AND CLOSING DOCUMENTS.**

**7.1. Closing Agent.** Upon receipt of the fully executed Purchase Agreement, Seller shall deliver this Purchase Agreement to Closing Agent. Closing Agent will perform closing and title services to close the transaction contemplated herein including, but not limited to, open an order for title work to be completed and perform both title and escrow duties to close the transaction contemplated by this Purchase Agreement (including, but not limited to, the issuance of the title commitment and title policy described herein), determination and clearance of underwriting objections and requirements, preparation of all closing documents utilizing Seller's form documents, preparation of the Closing Disclosure or settlement statement as applicable, conducting the closing, obtaining estoppels from homeowners associations and/or tax districts, disbursement of funds (other than those provided directly to Seller as described herein) to all respective parties, distribution of documents to all respective parties for execution, and recordation of such documents to effectuate the Closing. The "**Closing**" occurs upon the delivery and exchange of the balance of the Total Purchase Price and the documents contemplated herein by Buyer and Seller and the date upon which Closing occurs is referred to herein as the "**Closing Date**".

**7.2 Closing Instructions and Documents.** This Purchase Agreement shall serve as the written closing instructions to govern the consummation of the purchase and sale of the Property. Neither Seller nor Buyer shall be obligated to execute any additional closing agreements or instructions. Seller and Buyer do hereby authorize and direct Closing Agent to receive,

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hold, deliver and disburse, pursuant to the terms of this Purchase Agreement, all documents and monies to be deposited, except for such documents and monies that are required to be deposited directly with Seller. Provisions regarding resolution of disputes and/or an award of attorneys' fees and similar costs in any closing documents prepared by the Closing Agent shall apply only to disputes between Closing Agent and Buyer or Seller, and not to disputes between Buyer and Seller. If there is any conflict between this Purchase Agreement and any other closing documents, the provisions of this Purchase Agreement shall control, notwithstanding any similar provision set forth in such additional closing documents.

**7.3 Buyer's Duty to Cooperate.** Upon Acceptance, Seller will incur daily carrying and other costs attributable to holding the Property off the market. Accordingly, Buyer shall cooperate with Seller to use his/her best efforts and to diligently take any action necessary to timely effect Closing, including, without limitation, by promptly cooperating in good faith with all time frames for performance under this Purchase Agreement, and providing all requested documents and information to Seller, Buyer's Lender and Closing Agent. Buyer's failure to so cooperate shall constitute a default under this Purchase Agreement.

**7.4 Use of Other Closing Agent.** If Buyer elects to use a Closing Agent other than Seller's suggested Closing Agent: (i) such Closing Agent will be required to perform all tasks listed under the paragraph above entitled "Closing Agent" and all other tasks required to effectuate Closing, including all tasks typically performed by Seller's suggested Closing Agent; (ii) Seller shall be required to sign only its standard closing document forms, which standard forms are similar to those used by Seller's suggested Closing Agent; (iii) Seller will not complete any form, or provide any documentation to Buyer's Closing Agent that is not required by or provided to Seller's suggested Closing Agent, including, but not limited to, a certificate of good standing, prior owner's title insurance policy, base title, corporate resolutions of Seller, estoppel letters, releases or waivers from subcontractors of Seller, etc.; (iv) Seller will not complete sample forms provided to Seller's Closing Agent, as completion of such forms is the responsibility of the Closing Agent; and (v) Seller will not provide any additional closing documents not used as standard closing documents by Seller. Buyer's Closing Agent or other representative shall not use any such requests as a basis to delay Closing, and any such delay shall be deemed a Buyer default under this Purchase Agreement. Upon request, Seller shall provide Buyer's selected Closing Agent with a termination of, or in Seller's sole option, (a) a waiver or release with respect to, any properly recorded or filed mechanic's lien (or lien agent) notices, and/or (b) an indemnification, all on the title underwriter's standard form provided by Closing Agent with respect to any liens that could be recorded or filed by potential lien claimant(s) who have contracted directly with Seller (or an agent on behalf of Seller).

## **8. THE CLOSING.**

**8.1 Closing Date and Notice.** As construction of the Home nears completion, Seller will give Buyer at least 30 days prior written, electronic or oral notice of the estimated Closing Date ("**Preliminary Closing Notice**"), which date is subject to change in Seller's sole discretion. Because of the unpredictable nature of home construction, it is not possible to estimate the Closing Date with accuracy. Due to a variety of factors including Seller's decisions concerning the scheduling of work, availability of materials and labor, the actions of public authorities, regulatory requirements, weather conditions, and lender and appraisal conditions, Closing could be extended by Seller for several weeks or months. Buyer accepts the uncertainty of the estimated Closing Date in the Preliminary Closing Notice and waives and releases all claims against Seller, its agents, employees and contractors arising in connection therewith. Closing shall occur following substantial completion of the Home and notice from Seller. Substantial completion of the Home shall be deemed to have occurred when a temporary or final certificate of occupancy (or its equivalent) has been issued. Seller will give Buyer at least 3 days prior written, electronic or oral notice of the actual Closing Date, as well as the time and place for Closing, if applicable ("**Closing Notice**"), which date is subject to change in Seller's sole discretion.

**8.2 Extension Fee/Revised Closing.** If Closing does not occur on the date specified in the Closing Notice due to Buyer's default, Seller will be harmed, due in part to carrying costs for the Property. If Seller does not cancel this Purchase Agreement on account of such default and exercise its remedies under the paragraph of this Purchase Agreement entitled "Default and Remedies", Seller may agree to extend Closing, in its sole and absolute discretion, on the condition that Buyer pay Seller .1% of the Total Purchase Price per day not to exceed \$1,000 per day ("**Extension Fee**") and that Buyer and Seller execute any documentation required by Seller to extend Closing. The Extension Fee is a reasonable estimate of Seller's costs including, without limitation, carrying costs, costs of maintenance of the Property, insurance costs, and other costs which Seller would incur. If Seller approves an extension, Buyer shall pay to Seller the applicable Extension Fee upon Seller's approval of the extended Closing Date. The Extension Fee shall be paid by wire transfer or other immediately available funds acceptable to Seller paid by Buyer and will not be credited towards the Total Purchase Price. Acceptance of Extension Fee

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will not constitute a waiver by Seller of any default by Buyer in failing to consummate Closing as extended by this Purchase Agreement, and Seller's rights to liquidated damages.

**8.3 Deed and Vesting.** Upon Closing, Seller agrees to convey fee simple title for the Property to Buyer by special warranty deed ("**Deed**") subject to: (i) taxes and assessments not yet due or payable; (ii) the restrictive covenants for the Community; (iii) all matters affecting the Property shown on the recorded plat/map for the Community; (iv) water, oil, gas and mineral rights reserved in the Deed or previously reserved or conveyed; (v) all easements, covenants, restrictions, encumbrances and other matters of record affecting the Property; (vi) all matters and conditions shown on the survey or that would be revealed by an accurate survey or inspection of the Property; and (vii) all rights and easements reserved in the Deed. In the event of a financed sale, title shall be conveyed subject to the lender's mortgage or deed of trust securing such financing. The manner of taking title may have significant legal and tax consequences. Buyer should consult with Buyer's legal, tax or other professional advisor regarding such consequences. Buyer shall inform Closing Agent how title will vest at least 30 days from the Purchase Agreement Date, but no later than 30 days prior to Closing. Title cannot vest in any party that is not stated herein as a Buyer. Any change in the parties constituting the Buyer under this Purchase Agreement shall require an amendment to this Purchase Agreement, which Seller is under no obligation to approve or consent to any such change (including without limitation, any trusts, limited liability companies or other entities which Buyer may have a controlling interest).

**8.4 Closing Procedures.** In the event Buyer's cash or funds necessary for Closing are held in a bank outside of the United States, Buyer shall have the cash or funds transferred to a U.S. financial institution no later than 30 days prior to the Closing Date. At Closing: (i) Seller shall deliver the Deed to Closing Agent; (ii) Buyer shall deliver the Total Purchase Price and all other sums payable by Buyer pursuant to this Purchase Agreement paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent; (iii) Buyer shall execute and deliver any notices, statements, certificates, affidavits, and other documents as may be required for Closing; (iv) after Buyer and Seller have complied with their respective Closing obligations, Closing Agent will record all documents to be recorded in the real property records and disburse all funds according to the approved Closing Disclosure (if any) or other closing statement; and (v) Closing Agent shall issue or cause to be issued to Buyer a ALTA owner's policy of title insurance for the Property ("**Title Policy**") and any lender policies which may be required by Buyer's Lender. Buyer is required to obtain a Title Policy, regardless of whether Buyer obtains a mortgage for the Property or Buyer's Lender deems such Title Policy as optional.

**8.5 Closing Costs.** Except as expressly set forth in this Purchase Agreement or an addendum or amendment hereto, at Closing Buyer is responsible for paying all costs and fees (collectively, "**Closing Costs**") for or related to: (i) the owner's policy of title insurance; (ii) a survey of the Property, if any, (or reimbursing Seller for that cost if Seller has already paid for the survey); (iii) escrow/closing fees and other charges of Closing Agent related to this transaction, including Buyer's attorney's fees; (iv) Buyer's mortgage loan or other financing, including, but not limited to, application and origination fees, points, interest rate buy down costs, prepaid interest, Improvement Location Certificate ("**ILC**") (applicable in Colorado only), survey fees (not applicable in Colorado), credit report charges, lender title insurance policy charges, homeowner's and flood insurance premiums, mortgage insurance premiums, appraisal fees, tax certificate and tax service charges, flood certificate charges, underwriting and loan processing charges, document preparation charges, and impounds for taxes, assessments and insurance; (v) recording fees and stamp, excise, documentary or other transfer fees or taxes; (vi) homeowner's association fees, (vii) Buyer's portion of Closing prorations described in the paragraph below, (including any supplemental property taxes); (viii) termite pretreatment, if any, (reimbursement reflected on the Closing Disclosure (if any) or other closing statement); and (ix) any other items described on the Closing Disclosure (if any) or other closing statement other than costs Seller has expressly agreed herein or therein to pay.

**8.6 Prorations.** All real estate taxes and assessments and any homeowner association assessments (except as expressly provided in the paragraph of this Purchase Agreement entitled "Closing Costs") for the Property shall be prorated between Seller and Buyer as of Closing for the year in which Closing is held on the basis of the tax statements for such year (due allowance being made for the maximum early payment discount) provided, however, that if such tax statements are not available as of Closing, the tax proration between Seller and Buyer shall be estimated based upon the most recent tax bill and subsequently readjusted upon receipt of the tax bill for the year in which Closing occurs. Seller and Buyer agree to adjust the proration of taxes and, if necessary, to refund or pay such applicable amounts, on or before January 1 of the year following Closing. All prorations and adjustments are to be made on the basis of a 30 day month unless otherwise instructed in writing by all parties. For proration purposes, Buyer will have ownership of the Property for the entire day of Closing, regardless of the hour of Closing.

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**8.7 Closing Calculation Error.** Following Closing, if Seller or Closing Agent determines an error occurred in the calculation of funds due by Buyer at Closing (including, without limitation, calculation of the Total Purchase Price) ("**Closing Error**"), Buyer shall pay the amounts due to Seller within 30 days after Buyer's notice thereof. Any amounts not paid within such 30 day period shall accrue interest at the maximum rate allowed by law from the date due until paid. If Seller or Closing Agent fails to notify Buyer of a Closing Error within one year following Closing, Buyer shall not be obligated to pay any amounts owing due to a Closing Error.

## **9. LIMITED WARRANTY.**

**9.1 Limited Warranty.** The Home is offered with Seller's Limited Home Warranty ("**Limited Warranty**"). This Limited Warranty, which is incorporated herein by reference and made a part of this Purchase Agreement, was provided to Buyer and its receipt is acknowledged by Buyer as of the Purchase Agreement Date.

**9.2 Disclaimer and Buyer Waiver of Express and Implied Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY, ALL WARRANTIES REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, STATUTORY AND IMPLIED WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. THE LIMITED WARRANTY IS SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THAT THE LIMITED WARRANTY IS THE ONLY WARRANTY THAT APPLIES AND GOVERNS BUYER'S AND SELLER'S RIGHTS AND OBLIGATIONS RELATED TO THE PROPERTY AND THERE ARE NO OTHER WARRANTIES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. BUYER AGREES THAT SELLER'S LIABILITY FOR ANY DEFECTIVE CONDITION WITH RESPECT TO THE PROPERTY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR OTHERWISE, IS LIMITED SOLELY TO SELLER'S OBLIGATIONS AND BUYER'S REMEDIES EXPRESSLY PROVIDED IN THE LIMITED WARRANTY. BUYER IS NOT WAIVING ANY WARRANTY APPLICABLE TO MATERIALS IN THE HOME THAT MAY BE PROVIDED DIRECTLY BY A MANUFACTURER. IF BUYER'S HOME IS SECURED BY FHA OR VA FINANCING, NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO WAIVE BUYER'S RIGHT TO HAVE A DISPUTE ARISING UNDER THE LIMITED WARRANTY ADJUDICATED IN A COURT OF LAW.

**9.3 Consumer Products .** The Limited Warranty excludes all appliances, equipment, or other items which are "**Consumer Products**" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. section 2301 et. seq. If Seller has been issued a warranty from a manufacturer of a Consumer Product, Seller hereby assigns such warranty to Buyer, to the extent assignable without liability or recourse to Seller. The assignment is effective as of the Closing Date, and thereafter Seller will have no rights under such warranties, including the right of enforcement. Seller does not warrant any Consumer Product, nor assume any obligation to service or repair such Consumer Products or goods. They are included on an "as is" basis with Buyer assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance and Buyer recognizes that the same the same may not be covered by a manufacturer's warranty. At or after the Closing Date, Seller will provide Buyer with the manufacturer's warranties for the Consumer Products in the Home to the extent such warranties exist. Alternatively, some or all of the manufacturer's warranties may have been left for Buyer in the Home before or after the Closing Date.

**9.4 Maintenance Requirements .** Seller's homeowner maintenance manual ("**Maintenance Manual**") contains maintenance obligations for the Home and Property. The Maintenance Manual is available for Buyer's review at the sales office and will be provided to Buyer at or prior to Closing. Buyer shall comply with all maintenance requirements for the Property, including, without limitation, any maintenance requirements set forth in the Maintenance Manual, any manufacturer information Seller provides to Buyer and any commonly accepted maintenance and inspection procedures applicable to the Property. Buyer's failure to maintain the Home and Property may void the Limited Warranty.

**9.5 Waiver of Subrogation .** Buyer and Seller waive any and all claims, demands and causes of action against each other to the extent that damages or costs of repair therefore are covered and actually paid under any insurance policy or warranty program, or paid by any other third party that could claim subrogation rights against Buyer or Seller. Seller's warranty obligations exclude any costs or damages paid by Buyer's insurance company or any other third party.

## **10. DEFAULT AND REMEDIES.**

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**10.1 Buyer's Default** . Buyer will be in default under this Purchase Agreement if Buyer: (i) notifies Seller or any employee of Seller, orally, electronically or in writing, that Buyer will not complete the purchase of the Property or will not perform any other obligation of Buyer set forth in this Purchase Agreement; or (ii) breaches any covenant or agreement of Buyer or otherwise fails to perform any obligation of Buyer under this Purchase Agreement. In addition to any rights and remedies provided to Seller elsewhere in this Purchase Agreement, if Buyer defaults under this Purchase Agreement, Seller may, at its sole discretion and as its sole remedy, cancel this Purchase Agreement by delivering written notice of cancellation to Buyer and thereupon: (a) Seller will have no further obligation to Buyer under this Purchase Agreement, Buyer will have no further right, title, or interest in or to the Property, and Seller will be entitled to sell the Property to another party; and (b) Seller will be entitled to receive all Deposits (including Options Deposits) made by Buyer as liquidated damages. Buyer and Seller acknowledge that it would be extremely difficult and impractical to ascertain the actual damages suffered by Seller if Buyer defaults under this Purchase Agreement. Therefore, the amount of liquidated damages is intended as a reasonable estimate, and not as a penalty, of Seller's actual damages resulting from Buyer's default, which damages will include, without limitation, the cost of administering this Purchase Agreement and the cost to take the Property off the market while this Purchase Agreement remains in effect. Upon receiving Seller's notice of cancellation, Closing Agent will be entitled to rely on such notice, without further documentation or authorization of any kind, that this Purchase Agreement has been cancelled, that Seller is entitled to receive all Deposits (to the extent Closing Agent is holding the same), and that Buyer has no further right, title, or interest in Deposits or the Property.

#### **10.1.1 Change in Visa Status Contingency.**

**10.1.1.a. Qualification for Contingency** . If, and only if, as of the Purchase Agreement Date, Buyer is in the United States of America under the terms of an immigrant or non-immigrant visa (collectively, "**Buyer Visa**"), Buyer's Deposits will be refundable if, prior to the Closing Date Buyer's visa status changes and Buyer is no longer able to lawfully remain in the United States of America and Buyer terminates this Purchase Agreement as set forth below ("**Visa Contingency**"). Buyer will not have a Visa Contingency if Buyer is not the holder of a Buyer Visa as of the Purchase Agreement Date.

**10.1.1.b. Exercise of Contingency** . If Buyer qualifies for the Visa Contingency and Buyer is no longer legally able to remain in the United States pursuant to the Buyer Visa or any replacement visa program prior to the Closing Date, then Buyer will be entitled to a refund of Buyer's Deposits, except for the Pool Option Deposit, if any, if: (i) Buyer provides written notice of cancellation of this Purchase Agreement to Seller, accompanied by evidence in writing of the termination or pending termination of the Buyer Visa which is to occur prior to the Closing Date, within 5 days of Buyer's receipt of notice that the Buyer Visa shall terminate prior to the Closing Date, but in no event later than the Closing Date; and (ii) Buyer is not otherwise in default of this Purchase Agreement. Upon return of the Buyer's Deposits to Buyer, Seller shall have no further obligations to Buyer under the Purchase Agreement.

**10.1.1.c. Termination of Contingency** . The Visa Contingency shall automatically terminate, without any action required by Buyer or Seller upon the earlier of: (i) 5 days from the date Buyer receives notice that the Buyer Visa shall terminate prior to the Closing Date, and Buyer has not provided written notice of cancellation to Seller within the 5 day period, and (ii) the Closing Date. **Upon termination of the Visa Contingency, Buyer will no longer have the right to receive a return of Deposits pursuant to this provision, even if Buyer is subsequently unable to legally remain in the United States or fails to obtain a replacement Buyer Visa.**

**10.2 Seller's Default** . If prior to the Closing Date, Seller fails to substantially comply with the terms and conditions of this Purchase Agreement, and if Buyer has complied with all obligations hereunder, Buyer may deliver to Closing Agent and Seller a written notice specifically detailing Seller's default. Seller shall have 45 days from the receipt of such notice to cure the default. Subject to the paragraph entitled "Time Frame for Construction of the Home", if Seller has not remedied the default within 45 days, Buyer, as its sole and exclusive remedy, shall have the right to cancel this Purchase Agreement by delivering written notice of cancellation to Seller and thereupon: (i) Seller shall refund all Deposits (together with interest earned thereon, if required by law) to Buyer; (ii) Seller will have no further obligation to Buyer under this Purchase Agreement, (iii) Buyer will have no further right, title, or interest in or to the Property, and (iv) Seller will be entitled to sell the Property to another party. Except as provided in this subsection below, Seller shall not be liable to Buyer for consequential damages as a result of default by Seller under this Purchase Agreement, or for any damages based on a claim of diminution in the value of the Property or mental anguish. Notwithstanding any provision to the contrary in this Purchase Agreement, if Seller's default is based upon Seller's failure to complete the Home within the time period provided in the paragraph entitled "Time

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Frame for Construction of the Home", then Buyer will have the right to seek all available remedies at law or in equity, without limitation, as a result of such failure.

**10.3 Seller's Release From Liquidated Damages Due to Actions By Buyer** . The liquidated damages limitations set forth in this paragraph and the liquidated damages provision set forth above shall not apply if Buyer seeks to assert any claim or interest in the Property or if Seller terminates or cancels this Purchase Agreement due to any act or omission by Buyer (including, but not limited to, a default or the failure of a contingency) and Buyer later seeks to assert any interest in the Property. If Seller is released from the liquidated damages limitations as set forth in this paragraph, Seller may, thereafter, elect to seek damages from Buyer in the amount of any and all damages to which Seller may be entitled.

## **11. ARBITRATION OF DISPUTES .**

**11.1 Notification** . Buyer shall provide Seller with written notice of any matters relating to a Dispute (as defined below) as soon as is reasonably possible after Buyer becomes aware, or should have become aware, of such matters and Dispute. Buyer must comply with and is hereby advised of the following: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558 FLORIDA STATUTES.

### **11.2 Alternative Dispute Resolution .**

**11.2.1 AGREEMENT TO ARBITRATE.** ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN THE BUYER AND SELLER, ARISING OUT OF OR RELATED TO THIS PURCHASE AGREEMENT, THE PROPERTY, THE COMMUNITY, THE SALE OF THE PROPERTY BY SELLER, OR ANY TRANSACTION RELATED HERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE OVER: (a) THE DISPOSITION OF ANY DEPOSIT; (b) BREACH OF CONTRACT; (c) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD; (d) NONDISCLOSURE, (e) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING; (f) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS INCLUDING WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES; (g) THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY OR THE COMMUNITY, (h) DECEPTIVE TRADE PRACTICES, (i) THE LIMITED WARRANTY, OR (j) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS PURCHASE AGREEMENT, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS PURCHASE AGREEMENT, OR ANY PROVISION OF THIS PURCHASE AGREEMENT, INCLUDING DEPOSIT DISPUTES, THIS ARBITRATION PROVISION, ALLEGATIONS OF UNCONSCIONABILITY, FRAUD IN THE INDUCEMENT, OR FRAUD IN THE EXECUTION, WHETHER SUCH DISPUTE ARISES BEFORE OR AFTER CLOSING (EACH A "DISPUTE"), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

THIS ARBITRATION PROVISION SHALL BE DEEMED TO BE SELF-EXECUTING. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION PROVISION, INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OR THE VALIDITY OF THIS PURCHASE AGREEMENT, OR THIS ARBITRATION PROVISION, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION PROVISION, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION PROVISION INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY THE LOCAL STATE COURT FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT THE AMERICAN ARBITRATION ASSOCIATION IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THEN THE PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

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**11.2.2 FEDERAL ARBITRATION ACT.** BUYER AND SELLER EXPRESSLY AGREE AND ACKNOWLEDGE THAT THIS PURCHASE AGREEMENT INVOLVES AND CONCERNS INTERSTATE COMMERCE AND IS GOVERNED BY THE PROVISIONS OF THE FEDERAL ARBITRATION ACT (9 U.S.C. §1 ET SEQ.) NOW IN EFFECT AND AS THE SAME MAY FROM TIME TO TIME BE AMENDED, TO THE EXCLUSION OF ANY DIFFERENT OR INCONSISTENT STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE. ACCORDINGLY, ANY AND ALL DISPUTES SHALL BE ARBITRATED, WHICH ARBITRATION SHALL BE MANDATORY AND BINDING, PURSUANT TO THE FEDERAL ARBITRATION ACT.

**11.2.3 PARTICIPATION BY OTHER PARTIES.** BUYER AND SELLER AGREE THAT ANY SUCH ARBITRATION SHALL ONLY BE BETWEEN BUYER AND SELLER AND SHALL NOT BE JOINED OR CONSOLIDATED WITH THE CLAIMS OR ARBITRATION OF ANY OTHER PARTY UNLESS SPECIFICALLY AGREED TO IN WRITING BY BUYER AND SELLER, AND AGREE THE ARBITRATOR IS NOT AUTHORIZED TO PERMIT ANY CONSOLIDATION OR JOINDER WITH ANY OTHER PARTY. NOTWITHSTANDING THE PRECEDING SENTENCE, EITHER BUYER OR SELLER MAY JOIN SUBCONTRACTORS AND SUPPLIERS INVOLVED IN THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS TO THE PROPERTY. THIS ARBITRATION PROVISION SHALL INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY, SELLER AND SELLER'S AFFILIATED AND RELATED ENTITIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, CONSULTANTS, AGENTS, VENDORS, SUPPLIERS, DESIGN PROFESSIONALS, INSURERS AND ANY OTHER PERSON WHOM BUYER CONTENDS IS RESPONSIBLE FOR ANY ALLEGED DEFECT IN OR TO THE PROPERTY OR ANY IMPROVEMENT OR APPURTENANCE THERETO. THE PARTICIPATION BY ANY PARTY, OR ANY PARTY WHOM BUYER CONTENDS IS RESPONSIBLE FOR A DISPUTE, IN ANY JUDICIAL PROCEEDING CONCERNING THIS ARBITRATION PROVISION OR ANY MATTER ARBITRABLE HEREUNDER SHALL NOT BE ASSERTED OR ACCEPTED AS A REASON TO DELAY, TO REFUSE TO PARTICIPATE IN ARBITRATION, OR TO REFUSE TO COMPEL ARBITRATION, INCLUDING INSTANCES IN WHICH THE JUDICIAL PROCEEDING INVOLVES PARTIES NOT SUBJECT TO THIS ARBITRATION PROVISION AND/OR WHO CANNOT OTHERWISE BE COMPELLED TO ARBITRATE.

**11.2.4 COSTS AND ATTORNEY'S FEES.** IN THE EVENT ANY DISPUTE ARISES UNDER THE TERMS OF THIS PURCHASE AGREEMENT OR THE LIMITED WARRANTY OR IN THE EVENT OF THE BRINGING OF ANY ARBITRATION ACTION BY A PARTY HERETO AGAINST ANOTHER PARTY HEREUNDER BY REASON OF ANY BREACH OF ANY OF THE COVENANTS, AGREEMENTS OR PROVISIONS ON THE PART OF THE OTHER PARTY ARISING OUT OF THIS PURCHASE AGREEMENT OR THE LIMITED WARRANTY, THEN ALL FEES AND COSTS SHALL BE BORNE SEPARATELY BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, ALL ATTORNEYS' FEES, ARBITRATION FEES AND EXPERT WITNESS COSTS RESULTING FROM THE DISPUTE. THE FOREGOING PROVISION DOES NOT MODIFY ANY PROVISION OF ANY CONTRACT BETWEEN SELLER AND ANY THIRD PARTY REQUIRING INDEMNIFICATION OR ESTABLISHING A DIFFERENT ALLOCATION OF FEES AND COSTS BETWEEN SELLER AND SUCH THIRD PARTY.

**11.2.5 AVAILABLE REMEDIES.** THE ARBITRATOR SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS BASIS OF ARBITRATION.

**11.2.6 FINAL AND BINDING AWARD.** THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING. BUYER AND SELLER EXPRESSLY AGREE THAT SHOULD EITHER PARTY FAIL TO SATISFY THE ARBITRATOR'S DECISION WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THE DECISION, THEN AN APPLICATION TO CONFIRM, VACATE, MODIFY, OR CORRECT AN AWARD RENDERED BY THE ARBITRATOR SHALL BE FILED IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

**11.2.7 RULES OF LAW.** TO THE EXTENT THAT ANY STATE OR LOCAL LAW, ORDINANCE, REGULATION, OR JUDICIAL RULE IS INCONSISTNT WITH ANY PROVISION OF THE RULES OF THE ARBITRATION SERVICE UNDER WHICH THE ARBITRATION PROCEEDING SHALL BE CONDUCTED, THE LATTER RULES SHALL GOVERN THE CONDUCT OF PROCEEDING.

**11.2.8 ARBITRATOR.** THE ARBITRATOR APPOINTED TO SERVE SHALL BE A NEUTRAL AND IMPARTIAL INDIVIDUAL.

**11.2.9 VENUE.** THE VENUE OF THE ARBITRATION SHALL IN THE COUNTY WHERE THE PROPERTY IS LOCATED UNLESS THE PARTIES AGREE IN WRITING TO ANOTHER LOCATION.

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**11.2.10 SEVERABILITY.** IF ANY PROVISION OF THIS ARBITRATION PROVISION SHALL BE DETERMINED TO BE UNENFORCEABLE OR TO HAVE BEEN WAIVED, THE REMAINING PROVISIONS SHALL BE DEEMED TO BE SEVERABLE THEREFROM AND ENFORCEABLE ACCORDING TO THEIR TERMS.

**11.2.11 DISCOVERY.** NOTWITHSTANDING ANYTHING INCONSISTENT IN THE RULES AND PROCEDURES OF THE ARBITRATION SERVICE, THE PARTIES TO THE ARBITRATION SHALL HAVE THE RIGHT TO CONDUCT A REASONABLE AMOUNT OF DISCOVERY, INCLUDING WRITTEN DISCOVERY, DEPOSITIONS AND INSPECTIONS AND TESTING, ALL AS APPROVED AND COORDINATED BY THE ARBITRATOR.

**11.2.12 CONFLICT.** IF ANY PROVISION OF THIS PARAGRAPH IS IN CONFLICT WITH OR IS DIFFERENT THAN ANY ALTERNATIVE DISPUTE RESOLUTION PROVISION OF ANY DECLARATION OF ANY HOMEOWNERS ASSOCIATION, MASTER ASSOCIATION, OR ANY OTHER COMMON INTEREST DEVELOPMENT ASSOCIATION, THEN THE PROVISIONS SET FORTH IN PARAGRAPH 11 SHALL CONTROL. HOWEVER, ANY AND ALL DISPUTES BETWEEN SELLER AND ANY HOMEOWNERS ASSOCIATION GOVERNING THE COMMUNITY ARISING FROM OR RELATED TO THE COMMUNITY, DECLARATION (AS DEFINED IN THE COMMUNITY DISCLOSURE ADDENDUM) OR ANY OTHER AGREEMENTS BETWEEN SELLER AND ANY ASSOCIATION GOVERNING THE COMMUNITY SHALL BE RESOLVED IN ACCORDANCE WITH THE DECLARATION.

**11.2.13 CLASS AND GROUP ACTIONS NOT AVAILABLE.** THE PARTIES HAVE AGREED TO ARBITRATE DISPUTES UNDER THE FEDERAL ARBITRATION ACT DUE TO THE MUTUAL ADVANTAGES OF ARBITRATION OVER BRINGING AN ACTION IN COURT TO RESOLVE A DISPUTE. BUYER ACKNOWLEDGES THAT GROUP AND CLASS ACTION CLAIMS ARE INCONSISTENT WITH ARBITRATION UNDER THE FEDERAL ARBITRATION ACT. ARBITRATION OF A GROUP OR CLASS ACTION DESTROYS THE ADVANTAGES OF THE ARBITRATION PROCESS SUCH AS SPEED, EFFICIENCY, AND LOWER COSTS DUE TO THE COMPLEXITIES INVOLVED IN A GROUP OR CLASS ACTION. FOR THESE REASONS, BUYER AND SELLER MUTUALLY AGREE TO WAIVE THE RIGHT TO BRING A GROUP, OR CLASS ACTION CLAIM IN THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT AS A CLASS REPRESENTATIVE, CLASS MEMBER, REPRESENTATIVE ON BEHALF OF OTHERS OR PRIVATE ATTORNEY GENERAL ON BEHALF OF THE GENERAL PUBLIC.

NOTICE: BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL, BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND SUCH BUYER AND SELLER ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL OR OTHER PROCEEDING. BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE GIVING UP THEIR JUDICIAL AND/OR STATUTORY RIGHTS TO DISCOVERY, TRIAL AND APPEAL, EXCEPT TO WHATEVER EXTENT ANY RIGHTS ARE SPECIFICALLY INCLUDED IN THIS AGREEMENT TO ARBITRATE. IF BUYER OR SELLER REFUSES TO SUBMIT TO ARBITRATION, (I) SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT AND/OR (II) ARBITRATION MAY GO FORWARD IN THE ABSENCE OF THE REFUSING PARTY. THE PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS PARAGRAPH 11 TO NEUTRAL ARBITRATION.

Buyer's Initials:   \_\_\_\_\_

**12. ADDITIONAL PROVISIONS.**

**12.1 Notice.** Except as otherwise set forth in this Purchase Agreement, all notices or other communication required or permitted under this Purchase Agreement shall be in writing, and shall be hand delivered, sent by registered or certified mail return receipt requested, sent by Express Mail of the U.S. Postal Service or any other courier guaranteeing overnight delivery, or sent through DocuSign (only if Buyer has agreed to utilize DocuSign). Notices sent via mail, shall be sent postage prepaid and addressed to the person to receive such notice at the addresses of Buyer and Seller set forth in this Purchase Agreement. Either party hereto may change their address for notice under this Purchase Agreement by giving the other party at least 5 days written notice of such change of address. Notices shall be deemed received upon actual receipt if hand delivered, 48 hours after deposit in the United States mail if sent by registered or certified mail, or 24 hours after deposit in the Express Mail of the U.S. Postal Service or with another courier guaranteeing overnight delivery. Failure



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of the addressee to accept or acknowledge receipt shall not invalidate notice given in accordance with this paragraph and notice shall be deemed received at the time set forth in the preceding sentence despite the addressee's failure to accept or acknowledge receipt. If Buyer is more than one person, service to Buyer designated as the recipient of notices above shall be deemed to be service on all parties listed as Buyer above.

**12.2 No Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any provision or succeeding breach thereof, or of any other covenant or provisions contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

**12.3 Severability.** If any portion of this Purchase Agreement is declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement, and the remaining parts of this Purchase Agreement shall remain in full force and effect.

**12.4 Commission/Fees; Broker Representation.** Seller's community sales managers exclusively represent Seller and do not represent Buyer. Unless set forth in a Real Estate Broker Referral Agreement executed by Seller, Seller will not pay any commission or finder's fee to any broker, agent or representative of Buyer in connection with this transaction. Unless set forth in a Real Estate Broker Referral Agreement executed by Seller, Buyer represents and warrants, that Buyer has not dealt with any agents, brokers, salespersons, finders or person of any kind who could make a claim for a commission or finder's fee in connection with this transaction ("**Claim**") and Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all liability, responsibility, claims, losses, damages, costs, controversies, expenses or attorney's fees sustained or incurred by Seller resulting from such Claim.

**12.5 Time of Essence.** Time is of the essence in connection with this transaction and each and every provision of this Purchase Agreement. Any references to a specific time zone in this Purchase Agreement or any related purchase documents shall reference the local time zone in which the Property is located.

**12.6 Binding Agreement; Assignment.** This Purchase Agreement is binding on Buyer and Seller and their respective heirs, executors, administrators and successors. This Purchase Agreement may not be assigned by Buyer without prior written consent of Seller, which consent may be granted or withheld by Seller in Seller's sole and absolute discretion. Seller may assign any or all of Seller's right, title, and interest under this Purchase Agreement, including, without limitation, all right, title and interest in any Deposits.

**12.7 No Interference.** Buyer shall not: (i) take any action which impedes, obstructs or interferes with the performance of Seller under this Purchase Agreement or Seller's completion of the Community; (ii) engage in harassing, abusive, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel, contractors, homeowners or other potential buyers; or (iii) picket, protest or otherwise publicly oppose any of Seller's communities (including, without limitation, by picketing or distributing flyers or other literature) via any forum of media.

**12.8 No Possession until Closing.** Prior to Closing, Buyer has no rights or interest in the Property except the right and obligation to purchase the Property in accordance with this Purchase Agreement. Prior to Closing, Buyer or Buyer's agent shall not: (i) possess or occupy the Property; (ii) commence any construction, including installations of improvements; (iii) store any items on the Property; (iv) list or advertise the Property for sale or lease; (v) enter into any agreement (verbal or written) for a transfer to any third party of title to the Property or any interest in this Purchase Agreement; or (vi) record this Purchase Agreement or any memorandum, lien, lis pendens or other instrument of record against the Property. Except as otherwise required by law, Buyer will not be provided access to the Property until all conditions of Closing have been satisfied and all funds due from Buyer (including all loan proceeds from Buyer's Lender) have been delivered to the Closing Agent.

**12.9 Governing Law and Venue.** This Purchase Agreement shall be construed and enforced in accordance with the laws of the State in which the Property is located, except where federal law is expressly made applicable.

**12.10 Survival.** All of the covenants and representations set forth in this Purchase Agreement which are not conditions of Closing shall survive Closing. The following provisions shall survive any termination or cancellation of this Purchase Agreement: the paragraphs of this Purchase Agreement and Addenda hereto entitled "Default and Remedies," "Arbitration of Disputes", "No Interference" and "1031 Exchange."

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**12.11 Patriot Act.** Buyer (which for this purpose includes its partners, members, principal stockholders and any other constituent entities, if any) represents that Buyer: (i) has not been designated as a **"specifically designated national and blocked person"** on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website <https://www.treasury.gov/ofac/downloads/sdnlist.pdf> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the term of this Purchase Agreement remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any portion of the Total Purchase Price, including, without limitation, Deposits.

**12.12 Right of Reasonable Entry.** Buyer shall cooperate with Seller, its representatives and utility companies and shall permit Seller, its representatives and utility companies right of access to the Home and all portions of the Property upon reasonable notice during normal business hours after Closing for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to: (i) request by any governmental agency; (ii) the Limited Warranty; or (iii) any Disputes between Buyer and Seller regarding the Property. Buyer shall cooperate with Seller to be present or have a Buyer representative present for any such entry. This paragraph shall not be construed as an agreement by Seller to perform any corrective, additional, remedial or other work.

**12.13 Acceptance by Seller.** Execution of this Purchase Agreement by Buyer and Seller's community sales manager only acknowledges receipt of the Offer and is NOT binding on Seller unless and until Seller's authorized representative ("**Authorized Representative**") signs this Purchase Agreement and the Earnest Money Deposit is paid as set forth herein. If Seller's Authorized Representative, in its sole and absolute discretion, determines not to sign this Purchase Agreement, all Deposits shall be promptly refunded to Buyer, and Buyer's Offer to purchase the Property shall be deemed to be rejected.

**12.14 Counterparts; Electronic Execution.** This Purchase Agreement may be executed in counterparts, all of which together will constitute this Purchase Agreement. This Purchase Agreement may be signed and transmitted electronically or by facsimile; the signature of any person on an electronically or facsimile transmitted copy hereof will be considered an original signature; and an electronically or facsimile transmitted copy hereof will have the same binding effect as an original signature on an original document.

**12.15 Construction of Purchase Agreement.** In the event the date on which Buyer or Seller is required to take any action under the terms of this Purchase Agreement is not a business day, the action shall be taken on the next succeeding business day. Buyer acknowledges that this Purchase Agreement was negotiated in the English language. If more than one person signs this Purchase Agreement as Buyer, each will be jointly and severally liable for full performance of all Buyer's duties and obligations under this Purchase Agreement and Seller shall have the right to enforce the terms of this Purchase Agreement against either as individuals or together.

**12.16 Cancellation.** A cancellation of this Purchase Agreement shall be deemed effective by the party being entitled to cancel this Purchase Agreement giving written notice to the other party. In the event of cancellation by either party as authorized by this Purchase Agreement: (i) the parties will have no further obligation under this Purchase Agreement; (ii) Buyer will have no further right, title, or interest in or to the Property; and (iii) Seller will be entitled to sell the Property to another party. If Buyer is entitled to the return of all or a portion of the Deposit and Buyer is more than one person, Seller will return the applicable portion of the Deposit by check payable jointly to all Buyers, regardless of from whom the Deposit was originally paid. Buyer shall be fully obligated under the terms of this Purchase Agreement to promptly cooperate in executing whatever documents are requested by Seller to effect such cancellation and its failure to do so shall be deemed a default.

**13. DOCUMENTS.** In connection with Buyer's purchase of the Home, Buyer will receive numerous disclosures and other documents, all of which are important to Buyer's decision to purchase the Home. Buyer should review all of this information very carefully. By execution of this Purchase Agreement, Buyer acknowledges that Buyer has been provided with all documents listed in the Receipt for Documents prior to Buyer's execution of this Purchase Agreement. Buyer shall maintain a full and complete copy of the documents provided by Seller and provide any subsequent buyer of the Property, including, without limitation, General Disclosure Addendum, Community Disclosure Addendum, the Limited Warranty, the Maintenance Manual, any other maintenance or preventative maintenance information; all manufactured products maintenance, and

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preventative maintenance information. Buyer shall instruct subsequent buyers of the Property to provide to their subsequent buyers a complete copy of such documents.

14. **ADDENDA.** Buyer acknowledges that, prior to Buyer’s execution of this Purchase Agreement, Buyer received or had the opportunity to review each of the documents marked below. Each document marked below is considered an "Addendum" and collectively, "Addenda" to this Purchase Agreement and is incorporated by reference into and made part of this Purchase Agreement.

Addenda (if box checked then addendum is attached):			
<input checked="" type="checkbox"/>	Options Report Addendum	<input checked="" type="checkbox"/>	General Disclosure Addendum
<input checked="" type="checkbox"/>	Incentive Addendum	<input checked="" type="checkbox"/>	Community Disclosure Addendum
<input checked="" type="checkbox"/>	Additional Terms Addendum	<input type="checkbox"/>	Contingency Addendum
<input type="checkbox"/>	Model Home Addendum	<input checked="" type="checkbox"/>	Energy Performance and Energy Efficiency Rating Disclosure Addendum
<input type="checkbox"/>	Other:		

15. **ENTIRE AGREEMENT.** This Purchase Agreement, all Addenda, amendments, exhibits, attachments and any document expressly incorporated by reference constitutes the entire agreement and understanding between Buyer and Seller and neither Buyer nor Seller will be bound by any understanding, statement, agreement, promise or representation, express or implied, written or oral, which is not expressly set forth in this Purchase Agreement. All prior statements and representations, whether oral or written, are hereby superseded by this Purchase Agreement. Buyer has listed below any understanding, agreement, promise or representation by Seller or its employees or representatives that is not specifically stated in this Purchase Agreement and upon which Buyer is relying in purchasing the Property:

- ☒ **Option 1:** None.
- ☐ **Option 2:** The following additional understandings, promises or representations should be set forth in this Purchase Agreement:

Initial

GRG

Initial

HLG


Buyer’s initials to confirm option selected above: \_\_\_\_\_

BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED, READ AND UNDERSTANDS THE PROVISIONS SET FORTH IN THIS PURCHASE AGREEMENT. BUYER MAKES THIS ACKNOWLEDGMENT INTENDING THAT SELLER SHALL PARTICULARLY RELY UPON IT IN ACCEPTING THIS OFFER.


(Signatures to Follow)

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BUYER:

DocuSigned by:  
  
12C96AC8F96D4B2...  
Gerardo Roman Gonzalez

10/12/2025  
Date


Signed by:  
  
BF77545BB20549B...  
Krystina Lis Gonzalez

10/12/2025  
Date

Date

Date


SELLER'S COMMUNITY SALES MANAGER:

DocuSigned by:  
  
CA8DDDC9BEB24A4...  
Peter Sanvidge

10/12/2025  
Date

SELLER'S AUTHORIZED REPRESENTATIVE:

Taylor Morrison of Florida, Inc., a Florida corporation

By:   
8EF572F08A6D475...  
Name: Brandon Cleveland  
Title: VP of Sales

10/14/2025  
Date

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### **OPTIONS REPORT ADDENDUM**

This Options Report Addendum ("**Addendum**") amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

<b>Product Code</b>	<b>Name</b>	<b>Qty</b>	<b>List Unit Price</b>	<b>Total Price</b>
<b>(Order #: 1 - 2/21/2025)</b>				
<b>Category: 10 Baseboards</b>				
TRBSALL99B5	Canvas Baseboard 5-1/4" Upgrade - Whole House Includes any optional areas.	1	\$1,330.00	\$1,330.00
<b>Category: 10 Curated Collections</b>				
OCDPCA00C300	Classic Canvas - Requires Color Selection 3.0	1	\$39,270.00	\$39,270.00
OCDPCA04C300	Classic Canvas Overture Collection 3.0	1	\$0.00	\$0.00
<b>Category: 10 Elevations</b>				
OC1ELVMCCR	Elevation C - Craftsman	1	\$7,165.00	\$7,165.00
<b>Category: 10 Kitchen/Bar - Sinks</b>				
PK3943UMSS	Kitchen U/M Sink Vault Apron Front SS	1	\$1,655.00	\$1,655.00
<b>Category: 10 Packages</b>				
APKPGTSS000	Canvas Gourmet Kitchen Included Appliances - Use with Optional GOURMET Kitchen ONLY without any upgrades	1	\$0.00	\$0.00
<b>Category: 12 Architectural Details</b>				
OC1ALLA00TRY	Tray Ceiling Package Per Plan Includes: Primary Suite NOTE - Option DOES NOT include any Decorative Crown molding. All Decorative Crown molding sold separately	1	\$2,930.00	\$2,930.00

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<b>Category:</b>		<b>12 Garage Accessories and Styles</b>		
GAACGARK00	Keyless Pad for Garage Door	1	\$110.00	\$110.00

<b>Category:</b>		<b>14 Internal Use Options</b>		
PLANVSKU0001	Plan Version SKU Teen Builder 12/13/23	1	\$0.00	\$0.00

<b>Category:</b>		<b>14 Outlet, Switches, and Cans</b>		
ELFM0D00PK99	Flush Mount Great Room Package includes 4 Flush Mount LED lights w/Double Switch	1	\$1,230.00	\$1,230.00
ELFM0D01PK99	Flush Mount Primary Suite Pkg. Includes 4 Flush Mount LED Lights w/Switch(s).	1	\$1,125.00	\$1,125.00

<b>Category:</b>		<b>16 Kitchen/Bars</b>		
OC1GMKA00	Gourmet Kitchen - As per plan. Appliances Include: 30"Built-in Cooktop, Combination Microwave/Thermal Wall Oven, 30" Designer Hood (Vented to outside) and Stainless Steel Interior Hidden Control Dishwasher.	1	\$8,165.00	\$8,165.00

<b>Category:</b>		<b>18 Low Voltage:</b>		
LVWP0002CAN	Canvas Low Voltage Pkg 1 Prewire Only for Wall Mount TV. Includes Electrical.	1	\$670.00	\$670.00

<b>Category:</b>		<b>18 Rooms/Baths</b>		
OC1BTHA01ST	Shower ILO Tub - 1st Floor Use for Bath 3 Includes Chrome Bypass Shower Enclosure	1	\$1,735.00	\$1,735.00

<b>Category:</b>		<b>20 Classic Room Intersects</b>		
OCI3BTHA01ST	Canvas Classic 3 No Cost Adder to Shower ILO Tub - 1st Floor Use for Bath 3 Includes Chrome Bypass Shower Enclosure	1	\$0.00	\$0.00
OCI3GMKA00	Canvas Classic 3 No Cost Adder to Gourmet Kitchen	1	\$0.00	\$0.00

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PLANVSKUI301	Canvas Classic 3 No Cost Adder to PLANVSKU0001 Teen Builder 12/13/23	1	\$0.00	\$0.00
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**Category:** **20 Outdoor Living**

OC2ODKC00	Outdoor Kitchen Rough-In only. Includes: Water Supply with Drain and 1 Dedicated Outlet. Gas Stub out included in Gas Communities ONLY. (Privacy wall per plan)	1	\$2,750.00	\$2,750.00
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**Category:** **20 Paint/Drywall**

PTCMALL9904	Canvas Overture Interior Paint Upgr/Wall whole house	1	\$2,915.00	\$2,915.00
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**Category:** **21 Exterior Color Packages**

OCEXCLGCR19C	TB Single Family Color Craftsman Pkg #19C	1	\$0.00	\$0.00
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**Category:** **22 Interior Doors**

OC1IHCD8000	Interior Door Upgrade 8' Package - Whole House (includes additional structural & door adds)	1	\$5,280.00	\$5,280.00
OC1ISDR2868	2'-8" Interior Door Location: Primary Closet to Laundry Room	1	\$435.00	\$435.00

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**Category:** **23 Electrical**

LFINPKG842CH	Canvas Classic Kitchen 3 Pendant Light Pkg w/switch Per Plan. Includes the Marino P1484CH fixtures, quantity per plan.	1	\$825.00	\$825.00
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**Category:** **26 Windows**

OC1EPSG00	Pocket Sliding Glass Door - Does not include screen	1	\$3,005.00	\$3,005.00
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**Category:** **31 Canvas - Flooring Classic**

FLTLFL1CA000	Canvas Classic Extended Flooring Package 1st Floor - Extends Main house flooring into Primary Bedroom & Closet on 1st Floor Only.	1	\$3,160.00	\$3,160.00
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<b>Category:</b>		<b>31 TMLiveSmart</b>		
OCLW2301	LiveSmart	1	\$0.00	\$0.00

(Order #: 2 - 10/11/2025)

<b>Category:</b>		<b>12 Laundry Packages</b>		
APLN99WHG11	Canvas Laundry Package 1 Gas White	1	\$1,960.00	\$1,960.00

<b>Category:</b>		<b>14 Refrigeration</b>		
APRF99SS01	Canvas Refrigerator - GE SidexSide 21.9 Cu. Ft. Counter Depth SS	1	\$2,860.00	\$2,860.00

<b>SubTotal</b>		<b>\$88,575.00</b>
<b>Lot Premium</b>		<b>\$24,000.00</b>
<b>Base price</b>		<b>\$433,999.00</b>
<b>Option Total</b>		<b>\$88,575.00</b>
<b>Discount</b>		<b>\$56,575.00</b>
<b>Total Purchase Price</b>		<b>\$489,999.00</b>



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CANCELLED OPTIONS

Product Code	Date Cancelled in NSE	Name	Qty	List Unit Price	Total Price
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FEDERAL HOUSING ADMINISTRATION AMENDATORY CLAUSE

If Buyer has elected to finance all or any portion of the purchase of the Property using a mortgage insured by the Department of Housing and Urban Development ("**HUD**"), it is expressly agreed that notwithstanding any other provisions of the Purchase Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Deposits or otherwise unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than **\$489,999.00**, as may be modified in an Options Report Amendment. Buyer shall have the privilege and option of proceeding with the consummation of the Purchase Agreement without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage HUD will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

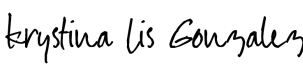
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09 Indigo Creek 50s  
Gonzalez (Q-202172)  
Lot 34 (000034)

BUYER:

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Gerardo Roman Gonzalez

10/12/2025  
Date

Signed by:  
  
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Krystina Lis Gonzalez

10/12/2025  
Date

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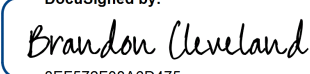
SELLER'S COMMUNITY SALES MANAGER:

DocuSigned by:  
  
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Peter Sanvidge

10/12/2025  
Date

SELLER'S AUTHORIZED REPRESENTATIVE:

Taylor Morrison of Florida, Inc., a Florida corporation

By:   
8EF572F08A6D475...  
Name: Brandon Cleveland  
Title: VP of Sales

10/14/2025  
Date

09 Indigo Creek 50s  
Gonzalez (Q-202172)  
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### **ADDITIONAL TERMS ADDENDUM**

This Additional Terms Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

**INVENTORY HOME (CONSTRUCTION COMPLETED)**. The Home is a completed home and is not under construction. Seller has selected and installed all Options for the Home and the Purchase Price reflects those Options. Buyer cannot select any Options for the Home. Buyer's purchase of the Home is based upon Buyer's satisfaction of the Home during Buyer's visit(s) to the Home prior to execution of the Purchase Agreement. Since all features for the Home have been installed and are controlling over any published features list. Buyer represents that Buyer has inspected the Home, the features in and about the Home, the Options installed in the Home and is satisfied with all of the same.

**a. Conditional Loan Approval Deadline.** The Conditional Loan Approval Deadline set forth in the Purchase Agreement is modified to be 30 days after the Purchase Agreement Date.

**b. Closing.**

Given that the Home is complete, Buyer acknowledges that Buyer will not receive a Preliminary Closing Notice from Seller and will only receive a Closing Notice no later than three days prior to the Closing Date.

**c. Vesting.** Buyer shall inform Closing Agent how title will vest within 10 days after the Purchase Agreement Date.

**d. Cash to Close.** In the event Buyer's cash or funds necessary for Closing are held in a bank outside of the United States, Buyer shall have the cash or funds transferred to a U.S. financial institution within 10 days after the Purchase Agreement Date.


**e. Options.**

Seller has installed and/or selected all Options for the Home and Buyer will not be able to select or change any Options.

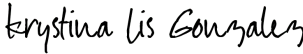
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### **INCENTIVE ADDENDUM**

This Incentive Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

By executing this Addendum, Buyer acknowledges that the only incentives which Buyer will receive are those set forth in this Addendum.

**SELLER INCENTIVES.** If Buyer has financed Buyer's purchase of the Home through Affiliated Lender and has utilized Seller's suggested Closing Agent for closing, title services and title insurance, Seller shall pay at Closing EACH of the incentive(s) listed below (collectively, whether one or more, a "**Seller Incentive**"):

- Up to \$22,000.00


the Seller Incentive may only be utilized towards Closing Costs, discount points, temporary buydown funds, pre-paid items and/or up to one year of HOA dues and may not be used toward commission amounts owed by Buyer to Buyer's Real Estate Agent/Broker, if applicable. Buyer acknowledges that certain loan programs may limit or prohibit the use of incentives, and maximum Seller contributions apply. Therefore, Seller may not be able to pay the full Seller Incentive, in which event such costs that would have been covered by the Seller Incentive shall be Buyer's responsibility. In the event Affiliated Lender does not allow some or all of the Seller Incentive referenced above, Buyer agrees that any unused portion of the Seller Incentive may not be used for any purpose other than as expressly stated herein and will be forfeited by Buyer. As detailed in the Affiliated Business Arrangement Disclosures and the Purchase Agreement, Buyer is not obligated to use the Affiliated Lender or Seller's suggested Closing Agent.

**ASSOCIATION DUES INCENTIVE.** At Closing, Seller shall pre-pay Buyer's homeowner association ("**Association**") assessments in the amount of \$1,176.00. If Buyer is not in default under the Purchase Agreement, Escrow Agent is hereby instructed to pay such amount directly to the Association out of Seller's proceeds at Closing ("**Association Dues Prepayment Incentive**"). Buyer understands and acknowledges that: (i) the amount stated above will be paid directly to the Association at Closing; (ii) Buyer will not be refunded any of the pre-paid assessments/dues by the Association under any circumstances, even if the amount overpays the Association or Buyer elects to sell the Home during the period of Seller prepaid Association assessments/dues or capital contributions; and (iii) Buyer may be responsible for the payment of additional assessments, and Seller has no obligation to pay those assessments. If the incentive amount is intended to cover a certain number of months of Association regular assessments, then this amount will be an estimate based upon current assessments information from the Association, and Buyer acknowledges that the Association may raise the monthly assessments such that this amount will not cover assessments for that entire period. Buyer acknowledges that certain loan programs may limit or prohibit the use of incentives and therefore, Seller may not be able to pay the full amount above.

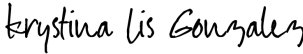
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SELLER'S COMMUNITY SALES MANAGER:

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By:   
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Name: Brandon Cleveland  
Title: VP of Sales

10/14/2025  
Date

### **GENERAL DISCLOSURE ADDENDUM**

This General Disclosure Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

This Addendum sets forth the general information which Buyer needs to be aware of in connection with Buyer's purchase of the Home within the Community. Buyer will also receive a Community Disclosure Addendum which sets forth information about the Community. Buyer is advised to review all disclosures Buyer receives since these disclosures may impact Buyer's decision to purchase the Home. While Seller has endeavored to provide a comprehensive list of what may be important to Buyer, the disclosures provided by Seller are not an exhaustive and complete list. Buyer is encouraged and advised to conduct Buyer's own independent investigations regarding the Home, the Community, the surrounding land uses and any other matter that may be significant to Buyer.

#### **1. PURCHASE OF THE HOME.**

**1.1 Water and Mineral Rights.** The water and interests in oil, gas and other minerals in, on, under the Property may have been previously reserved or conveyed to another person.

**1.2 Benefit of Ownership.** Seller has made no representations, guarantees or warranties to Buyer with respect to the tax benefits, investment or other benefits of ownership, or regarding appreciation or depreciation in the value or equity which Buyer may receive as a result of Buyer's purchase of the Home. Buyer should make Buyer's own independent determination of all these issues before Buyer purchases the Home.

**1.3 Construction Activities.** There may be ongoing construction surrounding the Community which may result in noise and traffic, excessive dust and dirt, restrictions of egress and ingress into and around the Community or the Home, erected scaffolding, building materials and debris located within and adjacent to the construction area (such as nails and screws that could affect Buyer's vehicle and bicycle tires), and parking restrictions during construction hours due to construction worker's vehicles and deliveries. Further, due to the ongoing construction and sales activity, public infrastructure, public and private utilities (e.g., water, electricity, telephones, cable television, sewers, storm drains, etc.) within the Community and/or servicing the Home may be temporarily interrupted and/or adversely affected. Buyer agrees to exercise extreme caution and to observe all signs which may be posted when driving through a construction zone. If Buyer has any questions concerning the construction schedule for: (i) the Community, Buyer should consult with Buyer's sales agent or representative; and/or the (ii) surrounding areas, Buyer should consult with the local governmental agency responsible for development.

**1.4 Development Plans.** Seller or any other developer of the Community reserve the right to sell lots to other builders, to rent or lease homes, and to change the zoning or planned use of other property in the Community or surrounding property. Development plans for the Community may be amended or changed from time-to-time to provide for, among other things, changes in land use, improvements, street patterns, setbacks, the type, number, style and prices of homes, lot sizes and configurations, densities, and amenities. Seller has no control over marketing materials of other developers in the Community and any homeowner association websites and their advertisement of potential amenities for the Community. Buyer should not rely on these materials and information when determining to purchase the Property. Unless Seller is the master developer of the Community, Seller will have no control over the development of Community (including any Community amenities) outside of the residential lots being developed by Seller. Additionally, Seller or other developers in the Community may change the floor plans, sizes, elevations, options, designs and other characteristics of homes built in the Community. Seller or other developers may annex into the Community additional lands not currently described in the Governing Documents or withdraw from the Community property currently described in the Governing Documents. The plans for the Community and any master development which encompasses the Community may be periodically updated and remain subject to change. Buyer understands that no statement of any representative of Seller regarding the planned use of property in or adjacent to the Community should be understood by Buyer or anyone as a warranty or promise regarding any future development plans for such property, and no such statement will limit or affect Seller's and other developer's rights to change zoning, land use or its development plans in the future.

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**1.5 Plans and Features.** Seller will construct the Home in substantial conformance with the plans and features lists for the Home. Notwithstanding anything to the contrary in the Purchase Agreement, Buyer acknowledges that variances from the plans and features lists may occur during construction for various reasons, including aesthetic reasons, to address field conditions, to comply with building codes or other governmental requirements, and the availability of products and materials. Seller and/or utility companies may locate or relocate utilities and other neighborhood structures and improvements on the Property, including utility lines, boxes, pedestals, and vaults; electric transformers; fire hydrants; cluster mailboxes, if applicable; light poles; and storm drainage pipes, which items may not be shown on the plot plan for the Property. Buyer accepts that the Property may have some or all of these items.

**1.6 Buyer Information, Maps, Brochures and Renderings.** Seller may provide brochures, renderings, maps, plats, graphs, diagrams, plans, virtual tours, website content or other information relating to the Community and which may include information such as elevations, lot dimensions, setbacks, house orientation, driveway locations, utility structures, rear yard dimensions, easements, common areas, etc. This information is for general informational purposes only and Seller makes no representation or warranties that these documents accurately reflect actual site conditions.

**1.7 Right of Substitution.** From time to time, due to unavailability and other production considerations, it is necessary for Seller to make substitutions of materials and other items in the homes from those materials and items displayed in the model homes and listed on the included features list for the Community. Therefore, Seller reserves the right to make any changes or substitutions as Seller deems necessary or desirable to the color schemes, building materials, fixtures, appliances and other components of the Home. The foregoing substitutions may include, without limitation, kitchen appliances, household fixtures, electrical outlets and switches, hardware, wall surfaces, painting and other similar items. Seller shall have the right to make the substitutions described above without adjustment to the Purchase Price.

**1.8 Dimensions and Square Footages Are Estimates Only.** All information regarding the dimensions of rooms or square footages of a home or lot are approximations only. All specifications are artists' conceptions with approximate dimensions. Actual conditions in the field may require modifications that are different than the details depicted in the renderings. This information is intended for general informational purposes only, and Seller does not make any representations that the actual as-built conditions will conform to this information. There may be discrepancies between the Specifications and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Architects, engineers, appraisers, real estate agents, builders and other real estate professionals use many different methods to estimate, calculate or measure the square footage of a residence. The same residence may be measured different ways for different purposes. Buyer is advised that different square footages of the Home may have been shown in different documents that were provided to Buyer, including advertisements, marketing materials, construction drawings, and a condominium plan (if Buyer is purchasing a condominium). Some references regarding square footage may have been calculated based upon the approximate gross square footage of the Home, which may have included the exterior walls, the centerline of demising walls and common walls. These measurements may also include mechanical, electrical and related ducts and appurtenances and load bearing columns or walls. Other methods calculate net square footage as measured from the inside face of the perimeter wall.

If the Home is a condominium, Buyer's separate interest will consist of the air space of the unit up to the inside face of the perimeter walls. This is the area shown as the unit on the condominium plan, although the as-built dimensions (and not the dimensions in the condominium plan or any other floor plan, depiction, model or display) will determine the actual boundaries of the unit. As a purchaser of a residence within the Community, Buyer is not purchasing a certain amount of square footage, but rather Buyer is purchasing a condominium which includes the air space as shown on the condominium plan and the right to use the common area.

The purchase price of the Home has not been based upon a square footage basis, but rather upon a variety of factors. In addition, square footage information calculated prior to completion of construction and the actual square footage within the Home may vary. Buyer should not rely upon references in any plans, advertisements, marketing materials, construction drawings or other materials to determine the precise square footage of the Home. Only the as-built condition will determine the square footage of the Home.

**1.9 Prices.** Seller has neither offered nor agreed to any price protection or other commitment to Buyer regarding



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the value or resale value of the Home (or any other home), and Seller will not have any obligation or liability whatsoever to Buyer if any price changes directly or indirectly affect the value of the Home. Due to changing market conditions, Seller makes no representation: (i) that the current floor plans will be constructed on all lots in the Community; or (ii) as to whether prices, terms or conditions of sales in the current or future phases will change. The real estate market reacts to economic and other conditions that may cause the price of housing to fluctuate. The purchase price of housing may increase or decrease depending upon current market conditions, which are beyond the control of Seller. At the sole discretion of Seller, and without notice to Buyer, the purchase price, terms of purchase, product type, options, incentives, and other concessions, whether for the current phase or any proposed or future phase of the Community, are subject to change from time to time. Buyer shall not hold Seller responsible for any fluctuations in the purchase price of homes within the Community. In consideration of Seller's agreement to sell the Home to Buyer, Buyer agrees that Buyer shall have no claims against Seller for any possible change in the purchase price of homes within the Community or any other terms of purchase, including upgrades or other concessions or incentives offered by Seller to other purchasers of homes within the Community and/or the construction of any additional floor plans on any of the lots in the Community.

**1.10 Elevations and House Plans.** In order to provide diversity for street scene, Seller may have produced more than one exterior elevation. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the model homes or other homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutters and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. In addition, some homes may have enhanced rear and/or side elevations. Seller may alter, add or delete any house plans for homes to be constructed in the Community or lots owned by Seller within the Community.

**1.11 Street Address Numbers.** Seller has no control over the designation of the Home's street address number. Except as otherwise required by a governmental entity with authority to do so, Seller will not make any changes to the street address number that has been designated for the Home. Buyer may not change, or may not initiate the change, of the street address for the Home before Closing. After Closing, Buyer may not change, or may not initiate the change, of the street address for the Home without first obtaining prior written consent from Seller, any governing homeowner's association and, if required, Buyer's mortgage lien holder.

**1.12 Marketing Activity.** Seller may continue to market unsold homes for sale after Buyer moves into the Home. Seller may also use model homes to market homes in other communities. Seller's marketing activities may include operating model homes and/or onsite sales office(s), displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause Buyer some inconvenience and may disrupt Buyer's enjoyment of the Home.

**1.13 Model Homes.** Buyer understands model homes have been professionally decorated to show various decorative ideas, constructed using a variety of features and materials to show design concepts, and professionally landscaped, and that such decorative items, features, materials and landscaping may not be offered as Options or otherwise included in the Home. Such decorative items, features, materials and landscaping which may not be offered in the Home include, without limitation, furnishings; draperies and other window treatments; wallpaper; custom carpet; upgraded cabinetry; coordinated paint; special textures; built-in shelves; beams; special lighting fixtures; special ceiling and wall treatments; mirrors; entry ways, walkways, driveways and other hardscape items constructed using non-standard materials; patios; patio covers; pools and spas; and landscaping using different varieties and in greater quantities and sizes. Decorative items, materials, landscaping and hardscape items and other options and upgrades displayed by model homes will not be included as part of the Property except to the extent expressly identified as being part of the Home in Seller's plans and specifications for the Home or offered by Seller as Options for the Home and selected as Options by Buyer in accordance with the Purchase Agreement.

**1.14 No Guarantee of View.** Seller has not based the sale of the Home or any related lot premium on any view. Seller does not guarantee or make any representation whatsoever concerning the view, if any, that the Community or the Home currently enjoys. Additionally, any view which the Home may currently enjoy may change in the future for many reasons including future development and new construction in the surrounding area, growth of trees, other landscaping, and installation of improvements which may impact or impair any views. Seller makes no statements or assurances with respect to the construction and future improvements and landscaping that may have an impact upon the view from the Community

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and the Home. Any view from the Community, the Home or surrounding areas, whether developed or undeveloped, is not part of the value of the Home and is not guaranteed. Seller cannot guarantee and makes no representation regarding preservation of any potential view now or in the future.

**1.15 Easements.** The Property may be subject to easements and/or rights in favor of utility companies, public agencies and/or other persons or entities. These easements and rights may include access onto and/or entry into the Property by utility companies or public agencies for purposes of installing, constructing, inspecting, maintaining and repairing their facilities which are customary for residential developments (including, but not limited to, water lines, sewer lines, electrical lines and facilities, natural gas pipelines, telephone lines and facilities, cable television lines, street lights, clustered mailboxes, traffic signs, and fire hydrants). These facilities may be located above ground or below ground. In either case, these facilities may restrict the use and type of improvements Buyer can make to the Property, and the utility companies and public agencies may have the right to remove improvements Buyer made on their easement without any obligation to repair or restore them. Seller cannot control the location of these facilities. The location of a utility company's and/or a public agency's facilities is subject to change without notice. Buyer should confirm the as-built location of all facilities affecting the Property prior to Closing. Buyer understands and agrees that all as-built locations are final. Additionally, Buyer should review the title report or title commitment, as applicable, for the Home to determine what easements and/or other rights, if any, affect the Home. Prior to Closing, Seller reserves the right to grant utility, drainage and similar easements in or over the Property customarily granted in the development of residential real estate projects. Buyer is advised to seek legal counsel if Buyer has any questions regarding Buyer's title report or title commitment, as applicable.

**1.16 Assessments and Taxes.** The Home may be subject to special taxes and assessments for community facilities districts, landscaping and lighting maintenance districts and other purposes. Buyer should review all sales information carefully to understand all of the taxes and assessments Buyer may be obligated to pay. Buyer should not rely on Seller's current property taxes as the amount of property taxes that Buyer may be obligated to pay subsequent to purchase. A change in ownership or property improvements triggers reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, contact the respective assessor's office (or township office, as applicable for Buyer's jurisdiction) for information.

**1.17 Potential Rental Homes.** Certain homes in the vicinity of and/or adjacent to the Home, including homes developed and built by Seller or its affiliates within the Community, may be used for rental purposes ("**Rental Homes**"). Some Rental Homes may be developed as what are commonly referred to as build-to-rent homes, which are purpose-built to be tenant occupied, rather than sold to a homeowner. The Rental Homes may be owned by Seller and/or a third party. Seller makes no representation as to the continued ownership of the Rental Homes by any party, or if or when such Rental Homes may be conveyed to a third party (including investors). Seller also makes no representation as to the continued use of any Rental Homes as for-rent residences or any other uses. Rental Homes may be located within the Community and/or outside of the Community. If any Rental Homes are located outside of the Community, some or all of such Rental Homes may be annexed into the Community and become a part of the Community's homeowners association, if any. Seller makes no representation as to if or when some or all of the Rental Homes will become a part of the Community. Any Rental Homes that are annexed into the Community will become subject to the Community's governing documents including, without limitation, the declaration and any rules or design guidelines, and the owners of the Rental Homes will thereafter be members of the association, if any. There may be agreements in place with the owner(s) of the Rental Homes that allow occupants of the Rental Homes to use Community amenities.

## **2. INFORMATION ABOUT THE HOME.**

**2.1 Air Conditioning.** If the Home includes an air conditioner and condenser, the air conditioning and condenser may be located in an area other than as shown in the model homes or on other construction plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect the Home. The air conditioning system and equipment specifications installed in the model homes may vary and operate at a higher capacity than those that may be provided as part of the Home purchase.

**2.2 Cell Phone Reception.** Seller has no control over the quality of cell phone reception in the vicinity of the Community or at the Home.

**2.3 Prohibited Dwelling Structures.** Buyer may not use Buyer's garage as a living area. The garage is not water

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proofed nor insulated to retain warmth to make it suitable for use as a habitable living area. Buyer may not erect or use any outbuilding, tent, shack, shed, trailer, camper, motor home or any other structure on the Property for a living area except for the Home constructed on the Property.

**2.4 Installation Decisions.** Unless otherwise specifically agreed to between Buyer and Seller in writing, all required seaming, layout, tile or pattern direction, or other installation decisions will be left to the sole discretion of Seller.

## **2.5 Color Variations and Product Properties.**

**2.5.1 Interior Paint.** Buyer should confirm with the sales manager what interior colors will be used in the Home. Regarding white walls, Buyer must remember that there are many shades of white. Buyer should not assume that the interior of the Home will be painted any shade of white shown in the model homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Home.

**2.5.2 Exterior Color Scheme.** The exterior color schemes have been pre-selected by Seller. Variations in color from color charts may occur. In addition, colors can change over time due to exposure to the elements and may appear different in different light. Seller reserves the right to revise the designated color schemes at its sole discretion. Seller makes no representations, guarantees or warranties with respect to the exterior color scheme of the Home.

**2.5.3 Ceramic Tile and Concrete Slab.** Certain tiles have a color variance from tile to tile. The samples displayed are examples of average color range and colors from production lots may vary from the samples. The concrete slab over which a tile floor is installed will expand, contract, settle and shift. Such movement may cause hairline cracks which can be transmitted through the tile or grout. Seller cannot guarantee against the effects of slab cracking and settling.

**2.5.4 Grout.** Exact layouts and grout joint widths are determined by the tile setter at the time of installation and are governed by the actual size and shape of the tile, marble or other product, the dimensions of the area to be covered and guidelines established by Seller. Colored tile grout may be used as a decorator feature on certain tiled areas. Buyer is advised that the color/shade may vary in any area of a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature including, but not limited to, sun, temperature, contact with food, or chemical reactions, combined with the aging process, may change the color of the grout in varying degrees from time to time. In the event of repairs or replacement in the future, the replacement grout and/or tile will probably not match the color of the original tile or tile grout and Seller shall not be obligated to do so. The use of colored grout may result in a discoloration, flecking, and/or cracked appearance in the ceramic tile.

**2.5.5 Glass.** Glass tile, solid glass backsplashes and shower surrounds may differ in color, shape, size, texture, iridescence and other properties between different manufacturers and between lots. Such variations are an inherent characteristic of the manufacturing process. Some tiles feature surfaces and textures with chips and other minor imperfections. Such surface texture variations can collect grout during the grouting process and grout will likely remain in the creases and pinholes of the glass tiles. The transparency of glass can also vary. Depending on the transparency of glass, variations in the installation of mortar under the glass may be visible through the glass. Seller cannot guarantee the visual appearance of glass installations. Glass should not be selected for surfaces that are exposed to high abrasion and high impact.

**2.5.6 Marble, Granite and Other Natural Stones.** Because marble, granite, slate, limestone, travertine and other stone products are natural materials, the color and pattern of any marble, granite or other stone product installed will vary from the model homes, other homes in the Community and the Design Studio samples. Buyer is aware that there may be variations in color and pattern of natural stone installed in the Home. Any samples Buyer may see or are displayed in model homes or Design Studio are actual pieces of natural stone which indicate general color and character; however, no two pieces can be expected to match even when taken from the same box. Because these are natural products, they are subject to variation in color, veining, spotting, holes, cloudiness, texture, pitting, fissures, chips and cracking. These are natural characteristics and are beyond Seller's control. Some may vary significantly in filler and sheen. Factory honing and polishing of marble and other stone products may have swirls, high or low polish areas or uneven buffing. Marble is less dense and more porous than granite. Great care must be taken to prevent damage, scratches, scorching, flaking and staining to marble and other natural stone products, which are common with daily wear and tear or exposure to natural elements.

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It is recommended that a regular program of cleaning and sealing be established immediately after installation by Buyer. Seller does not finish stone edges unless requested by Buyer.

Flagstone and slate may sound hollow after installation and may have rust and/or mineral deposit spots. They may also peel, chip and/or flake under normal wear and tear. Concrete may fade, discolor, stain and/or lose stone under normal use. Ceramic tile, marble, stone and pavers will scratch. Mexican pavers may chip, scar, pit, crack and have surface popping or lifting. Color and surface variations may be extreme. Any stone or other material that is oven fired and/or glazed can have more significant variances in color, especially between the field and trim tile. Seller cannot guarantee uniformity of the finish, color or size or any other characteristics shown in a sample.

**2.5.7 Floor Height Variation.** The installation of ceramic/marble/stone over wood subfloors is performed over a reinforcing underlayment to alleviate problems with flexing, expansion or contraction of the wood subfloor. The reinforcing underlayment raises the height of the floor and may prevent the removal of appliances. This additional height may also cause a ledge to exist at transitions to other flooring surfaces.

**2.5.8 Cabinets and Woodwork.** There will be a variance in the color and grain of cabinets and woodwork throughout the Home due to the natural contrast of the wood, and stained cabinets and woodwork will have additional variances due to different woods and grains. Similarly, the color of any natural wood cabinets and woodwork installed in the Home may vary from the samples displayed in the model homes or Design Studio. An exact match of cabinetry and the stair system may be impossible since the cabinets and stair systems are manufactured separately by different suppliers. Buyer is aware that the consistency in color and grain of the wood cabinets and woodwork in the Home is not warranted nor guaranteed.

**2.5.9 Wood Flooring.** Wood flooring may have knots, mineral streaks, color variations and may splinter, stain, swell, cup, warp, dent, scratch, change color and show wear. When installed, wood may show gaps, unevenness or lippage at the joints. Areas of wood floors not exposed to direct light, such as areas under rugs and furniture, may not change color at the same rate as exposed areas resulting in color variation in the same room or from room to room. High heel shoes and pets can severely damage the surface of wood flooring. Wood flooring is a natural product and, much like any of the wood used to construct the Home, it will expand and contract according to the moisture levels in the Home. Controlling humidity levels in the Home will help control the stability of the hardwood. Low humidity levels in the Home may necessitate use of a humidifier as insufficient moisture in the air can lead to wood floors shrinking, cupping, gapping and/or warping. Wood installed in kitchens, baths, and service areas may be damaged from leaked or spilled water. Excessive moisture, plumbing failure, etc., will also cause hardwood floors to warp and in extreme instances can cause enough pressure to break the adhesives and force the hardwood off the subfloor, necessitating replacement. Normal moisture in the atmosphere, particularly in coastal communities, may cause hard wood floors to cup, swell and/or warp, and become loose. In damp conditions, high humidity levels may necessitate use of an air conditioner, dehumidifier or turning on the heating system occasionally during the summer months. Exterior wood installations experience the same properties as described herein depending on exposure to weather conditions and environment.

**2.5.10 Wrought Iron and Steel Products.** Wrought iron and steel products may rust and peel even with rust treated materials as they age and due to exposure to natural elements. In coastal locations, such issues may occur more frequently.

**2.5.11 Carpet and Vinyl.** Due to the manner in which carpet must be installed and the width of the carpet, seaming is necessary and may be apparent in some Homes. Seaming visibility usually decreases with time and the reduction of light which occurs when furnishings and window coverings are installed. Seaming is also usually necessary when vinyl is installed. Vinyl can dent, tear and be scratched.

**2.5.12 Concrete Products.** Cracks will occur in Buyer's stucco and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. The stucco system is not a waterproof system, rather it is a weather-resistant system. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks may be minimized by scoring, but they cannot be completely avoided and are not warranted.

**2.5.13 Exclusions from Limited Warranty.** The matters described in the Paragraph entitled "Color Variations and Product Properties" are excluded from the Limited Warranty and Seller is not responsible for conditions described in herein.

**2.6 Drainage.** Prior to Closing, the Property will have been graded in accordance with grading and drainage plans for the Community. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on the Home, Buyer may cause significant and permanent damage to the Home and/or other homes, including, but not limited to, damage to the foundation of the Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that improvements such as walkways, landscaping, patios, decks, planters, sprinkler systems, pools, etc., are constructed so as not to alter the established drainage of the Property. Buyer agrees that if the slopes or surface drainage patterns on the Property are altered by Buyer, Seller will not be responsible or liable for any consequences thereof.

**2.7 Landscaping.** Unless otherwise set forth in the Purchase Agreement, the Property will not be landscaped in any way. If Seller offers optional landscaping packages, Buyer should carefully review and understand the terms of each landscaping package. If Buyer elects to install Buyer's own landscaping, Buyer, after Closing, will install such landscaping within any required time period set forth in the Governing Documents. Trees and other landscaping at or near the Property may require special maintenance to prevent damage to the Home's foundation and hardscape. Excess moisture and drought conditions may intensify maintenance issues. After closing, landscape maintenance is not the responsibility of Seller and Seller is not liable for damage caused by the failure to properly maintain landscaping after Closing. Landscaping should not be over-watered as over time this can cause saturated zones or "**perched**" groundwater, which may develop in fill soils. This condition may result in recessive moisture migration into and through foundations and slabs which may cause uplift or heave of the foundation.

**2.8 Drought/Water Availability/Landscape Restrictions.** The local jurisdiction or water district may limit the availability of water to the Community or implement a water rationing program, and the price of water to the Community may increase significantly due to drought conditions or periods of dry weather. There may also be insufficient water for landscaping or other purposes and the local jurisdiction district may even prohibit the use of water for landscaping during periods of drought. Due to restrictions imposed by the local jurisdiction or water district, homeowners and/or the homeowners association (if any) may be limited in, or restricted from, watering landscaping. Additionally, the price of water may become so high in the future that the homeowners association or homeowners may elect to voluntarily discontinue watering landscaping within the Community. Additionally, the local jurisdiction or water district may prohibit the installation of certain landscaping, including grass, or require other changes in landscaping. This may result in residences and common areas in later phases of the Community possessing differing landscaping than earlier phases, affecting the overall appearance of the Community. Seller makes no representations or warranties regarding, and has no control over, the availability of water, the cost of water or the future fate of common area landscaping in the Community if water service is changed in the future. Seller makes no representations about continued water availability within the Community. Landscaping throughout the Community (including common area landscaping, if any) may become unsightly and may not remain in the same condition as it was prior or at the time of the purchase of the Property or as depicted in advertising materials provided by Seller. In addition, although Buyer may see model homes with extensive plantings and landscaping, this appearance may not represent how the front and back yards may look as drought restrictions which limit the watering of plants and grass are imposed. For more information about water pricing, rationing and landscaping restrictions, please contact the local jurisdiction and/or water district.

**2.9 Fencing and Walls.** Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Property, if any, and the fences and/or walls Buyer will be required to maintain. The exact size, type and location of any fencing or walls will be determined by Seller at the time of their installation. Seller reserves the right to alter, remove, modify or replace any fencing or walls installed within the Community. Grading lines, fences and walls, if any, installed by Seller may not coincide with the property lines of the Property. Any fence plan is diagrammatic and is only intended to show the type of fencing on a particular home and the approximate location. Often, fences and walls are intentionally offset from property lines to accommodate slope conditions, drainage patterns, common area or open space restrictions, or for other reasons. If Buyer intends to install a pool in the future the fencing installed by Seller may not meet swimming pool building permit requirements.

**2.10 Retaining Walls.** Retaining walls are installed to retain a specific amount of earth behind the wall, and no

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modifications should be made to any retaining wall. Removing compacted soil from the vicinity of a retaining wall, blocking the weep holes or pipes, or failure to clean the drain inlets can cause damage and compromise the integrity of the wall. There may be steep drop-offs near the retaining wall. Buyer should keep all individuals and pets away from retaining walls. Please refrain from climbing on or coming into contact in any way with the retaining walls. Please review the Declaration for possible restrictions regarding the retaining walls.

**2.11 Slope Area.** If the Property includes a slope, Buyer will be required to keep, maintain, water, plant and replant the slope at Buyer's expense to prevent erosion and to create and maintain an attractive appearance, unless the slope is designated for maintenance by the Association. If the Property is adjacent to or near the bottom of a slope or if drainage otherwise flows onto the Property, then Buyer shall accept that drainage and Buyer shall not obstruct the flow of that drainage or avert it away from the Property or otherwise alter the flow of that drainage in any manner that will have any effect on Buyer's neighbor. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on such slopes that may damage or interfere with established slope ratios, create erosion or sliding problems, or that may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. No structures, hardscape, heavy or excessive watering of the vegetation, or other activities may be undertaken on any slope that may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels.

**2.12 Soil and Settlement.** Some portions of the Community may be constructed on fill soil in accordance with the recommendations and inspection of licensed civil and soils engineers. After placement of the fill, fill homes may demonstrate some post placement settlement. Such settlement is a natural and predictable occurrence and may be expected to occur throughout the Community. Due to variation in the thickness of fill in different areas and variable subsurface conditions, settlement is uneven. The Home will also experience minor settling of the foundation. As a result, minor cracks may form in both the interior and exterior walls. Such minor cracks do not affect the structural integrity of the Home and the maintenance of such cracks shall be Buyer's responsibility (unless located in areas designated for association maintenance). Buyer further understands that in some cases soils may contain subterranean rocks or have unusual soil characteristics such that the installation of pools, spas, landscaping and other improvements that require digging, trenching or other excavation, may be more difficult, more expensive or not possible.

**2.13 Driveways and Garages.** The shape and dimensions of the garages, if any, and driveways for homes in the Community may not be standardized. Driveways may vary in size, shape and/or configuration from the model home driveways and those depicted on the plot plan. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, homes, fencing, improvements, trees, utility boxes, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and/or garage. Seller is not responsible for any damage to any home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and homes. Also, parking of the maximum number of vehicles for which a garage was designed may block or make it difficult to access storage areas (if any) in a garage or to a residence from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size of the garage for the Home is adequate and appropriate to park Buyer's vehicle(s). In addition, the Governing Documents may impose restrictions on parking within the Community.

**2.14 Heavy Furnishings or Equipment In the Home.** Prior to installation or transportation of any heavy furnishings or equipment into the Home, Buyer should consult with a structural engineer or other qualified professional to confirm the heavy furnishings or equipment will not exceed the structural design of the Home and that the flooring system, whether on second story floors, if any, or first story floors, will not be overloaded, damaged or otherwise adversely affected by such heavy furnishings or equipment. Heavy furnishings or equipment include, without limitation, waterbeds, safes, weight benches, heavy exercise equipment, large fish tanks, pool tables and floor to ceiling bookcases. Seller will not be responsible for any damages, loss or injury arising out of or in connection with Buyer's heavy furnishings or equipment.

**2.15 Plan and Garage Orientation.** Buyer understands the Home and garage orientation (i.e., left or right) may be

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built opposite of the floor plan or garage orientation shown in a brochure, on a website, or by a model home due to various factors, including lot shape and the location of utilities. Seller reserves the right, in Seller's sole discretion, to determine the location, configuration and orientation of the Home and the garage on the Property.

**2.16 Energy Efficiency and Energy Costs.** Seller makes no representations or warranties regarding the energy efficiency or energy costs of the Home, manufactured products or any component of the Home regardless of any: (i) brochures, pamphlets, advertising, or other documents that may have been reviewed by Buyer; or (ii) discussions Buyer may have had with Seller or its employees, agents, or vendors. The energy efficiency of the Home and associated energy costs will vary over time depending on many factors, including, but not limited to, usage, rates, fees and charges of local utility providers, home maintenance practices, household size, lighting and internal climate control systems, and weather conditions.

**2.17 Future Improvements.** The Property is subject to restrictions with regard to the ability to make certain future improvements. These restrictions may be imposed by the governmental agency having jurisdiction over the Property. There may also be utility or other easements, set back requirements and other restrictions which may restrict Buyer's ability to add any improvements. The Home may also be covered by covenants, conditions and restrictions, which impose additional requirements and/or require Buyer to obtain approval of an association board, architectural/design review committee or Seller before Buyer installs or constructs any improvements. Buyer understands that Buyer is responsible for determining whether a future improvement may be constructed. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Property (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional. Buyer should take necessary precautions in designing and installing all improvements to avoid damage to the Property and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Contractors should not use a standardized set of calculations and construction plans that are not specifically designed for pools and spas built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Seller makes no representations, guarantees or warranties that any improvements (e.g., pools, spas) may be installed on the Property.

**2.18 Mold and Mildew.** Mold is a type of naturally-occurring fungus in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic windborne spores and is found everywhere life can be supported. Construction of any building is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Home. Whether or not the Home experiences mold growth depends largely on how Buyer manages and maintains the Home. Buyer will need to take actions to prevent conditions that cause mold or mildew to thrive. It is Buyer's responsibility to ensure that Buyer has taken the necessary precautions to prevent mold from becoming a problem in the Home. This is part of the responsibility of ownership. Buyer agrees to assume responsibility to prevent, detect or treat mold or to reduce the adverse effects of mold. If there is any water damage or water intrusion to the Home, Buyer must take immediate action to prevent conditions which cause mold or mildew to develop. Buyer must also immediately notify Seller of such water intrusion if Buyer believes that the problem may have been caused by Seller. Seller is not responsible for any damages caused by mold, or by some other agent, that may be associated with defects in the construction of the Home, including, without limitation, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects.

## **2.19 Noise and Sound.**

**2.19.1 Noise.** There will be noise generated from occurrences, facilities and transportation vehicles including police cars, fire trucks and ambulances. There may also be special events from time to time that will generate traffic noise and other nuisances. Buyer is responsible for investigating noise levels in and around the Community.

**2.19.2 Sound Transmission and Attenuation.** The elimination of all sound transmission within the Home and between other homes in the Community is impossible to attain and is not promised by Seller. The Home will be subject to sound and noise transmission resulting from other homes situated in the Community.

**2.19.3 Plumbing and Plumbing Noises.** Clogged drain lines may cause damage and inconvenience, and therefore, Buyer must maintain drain lines so that they are open and free-flowing at all times. In addition, the plumbing drain lines may have been routed above ground through the walls and ceiling in the Home. Consequently, Buyer may experience some noise due to the location of these drain lines.

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**2.19.4 Floor Noises.** Depending on the type of material Buyer chooses to have installed, squeaks and noise areas may develop over time due to, among other things, normal wear and temperature variations which may cause expansion and contraction of certain types of material. Development of such noise is unavoidable and beyond Seller's control. Buyer should consider this information when selecting Buyer's flooring materials.

**2.20 Mail Delivery and Mailboxes.** The post office may not deliver mail until a certain number of residents have moved into the Community. In that case, Buyer will be required to go to the post office to pick up and send out Buyer's mail until such time as the post office commences delivery of mail to the Community. The U.S. Postal Service may require Buyer to pick-up mail in a temporary location until service to Buyer's permanent mailbox service can begin. Mailboxes in the Community may be clustered in groups or placed in designated locations pursuant to the requirements of the U.S. Postal Service. Seller has no control over the placement of mailboxes for the Community, either initially or in the future and they may be installed in front of or adjacent to the Property.

**2.21 Utilities.** Buyer is responsible for arranging for and paying all costs and fees associated with initiating the commencement and the continuance of any service from a utility company such as water, electricity, gas, telephone, internet and cable television (if available) upon or after Closing. If Seller receives and remits payment for any bills for utilities that are attributable to the period after Closing, Buyer shall reimburse Seller for such payments within 10 days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas, electricity, telephone service, internet etc.), and has no control over the rates or the services furnished, or the water pressure available at the Home. Seller makes no representations or warranties as to when or if television, internet or data services will be available nor as to the quality of television reception or internet/data services. Seller has no control over timing of meter sets once final inspection has been performed.

**2.22 Wildlife.** Wild animals native to areas around the Community, such as alligators, mountain lions, bears, bats, opossum, deer, geese, wolves, snakes, raccoons, rats, mice, rabbits, skunks, squirrels, gophers, coyotes, etc., may be found in and around the Community. Depending on the season, typical insects encountered will be ticks, gnats, flies, mosquitoes, spiders, ants, psocids, crickets, aphids and termites. Buyer understands and is aware of the potential danger connected with the existence of these animals in close proximity to the Community, the possible effects such wildlife and insects may have on the Home and is aware that mice, ants, and other animals and insects may enter the Home. Seller is not responsible for the control or eradication of any animal or insect life in or adjacent to the Property or the Community.

### **3. ENVIRONMENTAL AND HAZARDS.**

**3.1 Environmental Conditions/Hazards.** Seller makes no representations or warranties as to the existence on, in, under or about the Community or any adjoining property of any hazardous or toxic substance or petroleum products ("Hazardous Materials") except that Seller represents that it has no actual knowledge as of the Closing Date of the current existence of any Hazardous Materials on, in or under the Community other than those disclosed in the Community Disclosure or other disclosure.

**3.2 Air Quality/Allergens.** The Home is constructed using hundreds of components made of natural and/or man-made materials and that any material or combination of materials could cause an allergic reaction. Seller has no control over individual allergic reactions, and Buyer is responsible for testing the air quality within the Home to ascertain whether or not the materials/components installed in the Home or any landscaping installed in and around the Property will affect Buyer, Buyer's family members, or other occupants.

**3.3 Radon.** The U.S. Environmental Protection Agency, the U.S. Department of Health and Human Services, and the U.S. Public Health Service have expressed concern over the presence of radon gas in homes. Prolonged exposure to high levels of indoor radon or its progeny may affect the health of persons. Although such conditions may exist at the Community, Seller has made no investigation to determine whether radon gas is or will be present in the Home or otherwise affecting Buyer. Seller makes no representations or warranties as to: (i) the presence or lack of radon or hazardous environmental conditions within the Home; or (ii) the effect of radon or any such condition on the Community. Buyer assumes the risk of emission of radon gas from the Home. Seller makes no representations or warranties, express or implied, about any environmental conditions, and expressly disclaims any liability for any type of damages that such conditions might cause to



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the Home or its occupants. Buyer agrees to release, indemnify and hold Seller harmless from and against any and all claims relating to the existence of radon in the Home.

**3.4 Natural Disasters.** As part of living in an ever changing environment, certain natural events that are beyond the control of any individual or entity will inevitably take place. Floods, fires, mudslides, landslides, tornadoes, tropical storms, hurricanes, high winds and earthquakes are just a few of the many “**Natural Disasters**” that might occur. Due to the inherent unpredictable and destructive nature of Natural Disasters, it is impossible for Seller to construct the Home to withstand all Natural Disasters. It is Buyer’s sole responsibility to review Buyer’s insurance policy for the Property to ensure that Buyer has adequate coverage for any damage caused by Natural Disasters, including, without limitation, floods, fires, mudslides, landslides, tornadoes, high winds and earthquakes. Seller makes no representations or warranties as to whether the Home will withstand any form of Natural Disaster.

**3.5 EMFs.** Low-frequency electromagnetic fields (“**EMFs**”) may emanate from electric power lines and facilities. Currently, research, both at the federal and state level, is being conducted to evaluate the possible health effects of EMFs. At this time, the research has not indicated EMFs pose serious health risks, however these results are not yet conclusive. Research is ongoing, but it could take years for science to provide definitive answers. Seller does not render an opinion or endorse any particular study or the results from any particular study. As a result, Seller hereby discloses that transmission lines may create health risks and may have financial or other adverse impacts on homes within the Community. In addition, there is a risk that certain pacemaker heart implant devices may not operate properly when in close proximity to certain electric power lines. The susceptibility of different types of pacemaker devices to electro-magnetic interference should be discussed with a physician. Information about ongoing studies is available at <http://library.niehs.nih.gov/> or <http://www.niehs.nih.gov/emfrapid/>.

**3.6 Recycled Water.** Recycled water from the lakes, ponds, and/or other bodies of water within and around the Community may be used for watering of common area landscaping in and around the Community. Recycled water is not potable or suitable for human or animal consumption. It is possible that recycled water will migrate onto homes. In addition, because water overspray may occur in the use of recycled water, the repeated spray of recycled water may stain or discolor personal property, fencing and structural improvements over time. Recycled water’s clarity to the human eye makes it indistinguishable from potable water. The standards imposed for recycled water quality are established by various governmental regulatory agencies, and these standards are subject to change. Seller is not liable for any property damage or personal injury caused by recycled water.

#### **4. GENERAL DISCLOSURES.**

**4.1 Current or Future Adjacent Land Uses.** Seller makes no representations or warranties about current or future land uses on adjacent or nearby properties. Plans for redevelopment of any adjacent property could have an effect on the Community. Because general plans and zoning are subject to change, we encourage Buyer to check with the appropriate local jurisdiction department regarding proposed land uses in the surrounding vicinity of the Community. Buyer confirms that prior to executing the Purchase Agreement, Buyer has reviewed the applicable school district boundaries and the zoning, use, condition and restrictions of or affecting land near the Property or around the Community with the appropriate owners of such land and the applicable governmental authorities or Buyer has elected, on Buyer’s own accord and determination, to forgo such review. Buyer has not relied, and agrees not to rely, on any statement made or information provided by any employee or representative of Seller concerning school district boundaries or the zoning, use or condition of nearby land or the future uses thereof.

**4.2 Schools.** No representation is made as to which school district(s) or schools within the district(s) will serve the Community currently or in the future. Due to the rate of population change, the school district(s) may find it necessary to change boundaries and designated schools periodically, prior to or after Closing. Seller has no control or responsibility for any such changes should one or more occur. For information concerning schools, contact the local school district(s). Buyer should conduct his/her own investigation of the present and future availability of school facilities.

**4.3 Disclosure To Subsequent Buyers.** When Buyer sells the Home, Buyer is required to provide the subsequent buyer(s) any documents provided in conjunction with the original purchase of the Home, including information that Buyer has regarding the Home and the overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer, and any other information that may be of value to the subsequent buyer(s).

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**4.4 Security Disclaimer.** Seller has not undertaken any efforts to provide security for the Community or for any person, personal property or home in the Community. All vehicles and bicycles should be kept locked at all times, and are subject to theft and vandalism. Seller does not make any representations or warranties concerning the safety of persons, vehicles, personal property or homes in the Community. Seller is not a provider of security and has no duty to provide security on or around the Community.

**4.5 Notice of Sex Offender Data Base.** The United States Department of Justice maintains a National Sex Offender Public Website (NSOPW) through which inquiries about individuals may be made. Inquiries may also be made online at [www.nsopr.gov](http://www.nsopr.gov). In addition, local and state jurisdictions may also maintain online databases which are available for public review. Seller makes no representations or warranties 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.

## **5. OTHER DISCLOSURES.**

**5.1 Energy Efficiency Brochure.** Pursuant to Section 553.996, Florida Statutes, Buyer hereby acknowledges receipt of a copy of the information brochure (known as the Energy Efficiency Brochure) prepared by or on behalf of the Department of Community Affairs of the State of Florida, notifying Buyer of the option for an energy-efficiency rating the Improvements. Buyer is further notified that pursuant to Section 553.9085, Florida Statutes, the energy performance level resulting from compliance with such section shall be disclosed if requested by Buyer. Any request to have the energy efficiency rating or energy performance level provided to Buyer must be delivered to Seller in writing, and shall be at Buyer's cost and expense. This paragraph and any information provided pursuant hereto is only for purposes of complying with the requirements of Chapter 553, Florida Statutes, and this Purchase Agreement is not contingent upon Buyer approving same.

**5.2 Florida Homeowners' Construction Recovery Fund.** PAYMENT UP TO A LIMITED AMOUNT 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 NORTH MONROE STREET, TALLAHASSEE, FL 32399-0783, PHONE: 850-487-1395. (Florida Statutes Section 489.1425).

**5.3 Property Tax Disclosure Summary.** BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS RE-ASSESSMENTS 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. (Florida Statutes Section 689.261)

Special taxing districts may be subject to general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased millage levies and excessive tax burdens to support the servicing of such debt where circumstances arise resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. Buyer should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such district servicing such indebtedness, and the potential for an increase in such mill levies.


**5.4 Radon Gas.** 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.

By their respective signatures below, Buyer and Seller acknowledge that Buyer is Closing with full knowledge, understanding and agreement to all of the foregoing, and that this Addendum constitutes an addendum to the Purchase Agreement and is a part thereof.

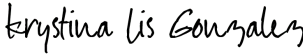
(Signatures to Follow)

09 Indigo Creek 50s  
Gonzalez (Q-202172)  
Lot 34 (000034)

BUYER:

DocuSigned by:  
  
12C96AC8F96D4B2...  
Gerardo Roman Gonzalez

10/12/2025  
Date


Signed by:  
  
BF77545BB20549B...  
Krystina Lis Gonzalez

10/12/2025  
Date

Date

Date


SELLER'S COMMUNITY SALES MANAGER:

DocuSigned by:  
  
CA8DDDC9BEB24A4...  
Peter Sanvidge

10/12/2025  
Date

SELLER'S AUTHORIZED REPRESENTATIVE:

Taylor Morrison of Florida, Inc., a Florida corporation

By:   
8EF572F08A6D475...  
Name: Brandon Cleveland  
Title: VP of Sales

10/14/2025  
Date

09 Indigo Creek 50s  
Gonzalez (Q-202172)  
Lot 34 (000034)

ENERGY PERFORMANCE AND  
ENERGY-EFFICIENCY RATING DISCLOSURE ADDENDUM

This Energy Performance and Energy-Efficiency Rating Disclosure Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail.

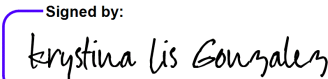
1. **ENERGY PERFORMANCE LEVEL DISPLAY CARD.** In accordance with the requirements of Section 553.9085, Florida Statutes, a copy of an Energy Performance Level Display Card is attached hereto. Upon completion of the Home, the Seller will be able to complete and certify an Energy Performance Level Display Card which will be furnished to Buyer upon request.
2. **ENERGY-EFFICIENCY RATING DISCLOSURE.** Pursuant to Section 553.996, Florida Statutes, as amended, Buyer is hereby notified of the option to have the Home's energy efficiency rating determined by a State Certified Energy Rater selected by Buyer. Buyer hereby releases Seller from any responsibility or liability for the accuracy or level of rating, and Buyer acknowledges and agrees that such rating shall be at Buyer's sole cost and expense, that the Purchase Agreement is not contingent upon Buyer approving the rating, and that the rating is solely for Buyer's own information.
3. **GENERAL INFORMATION BROCHURE.** A copy of an informational Energy Rating brochure is attached hereto.

This Addendum and any information provided pursuant hereto are only for purposes of complying with the requirements with Sections 553.9085 and 553.996, Florida Statutes. This disclosure statement is intended for the sole and exclusive use of the Buyer for this transaction only and Seller shall not be liable or responsible to any third party who has relied upon the information contained here.

BUYER:

DocuSigned by:  
  
12C96AC8F96D4B2...  
Gerardo Roman Gonzalez

10/12/2025  
Date

Signed by:  
  
BF77545BB20549B...  
Krystina Lis Gonzalez

10/12/2025  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

FORMS

# ENERGY PERFORMANCE LEVEL (EPL) DISPLAY CARD

ESTIMATED ENERGY PERFORMANCE INDEX\* =  
The lower the Energy Performance Index, the more efficient the home.

1. New Home or addition	_____	11. Ducts, Location & Insulation Level	
2. Single family or multiple family	_____	a. Supply ducts: _____	R= _____
3. Number of units, (if multi-family)	_____	b. Return ducts: _____	R= _____
4. Number of bedrooms	_____	12. Cooling systems	Capacity: _____
5. Is this a worst case? (yes or no)	_____	a. Split system	SEER: _____
6. Conditioned floor area	_____ sq. ft.	b. Single package	SEER: _____
7. Glass type & area		c. Ground/water source	COP: _____
a. U-Factor: _____	_____ sq. ft.	d. Room unit	EER: _____
(Or single or double Default)	_____ sq. ft.	e. PTAC	EER: _____
b. SHGC**:	_____ sq. ft.	f. Gas-driven	COP: _____
(Or clear or tint Default)	_____ sq. ft.	13. Heating Systems	Capacity: _____
8. Floor types, Insulation level		a. Split system heat pump	HSPF: _____
a. Slab-on-grade, edge insulation	R= _____	b. Single package heat pump	HSPF: _____
b. Wood, raised	R= _____	c. Electric resistance	COP: _____
c. Concrete, raised	R= _____	d. Gas furnace, natural gas	AFUE: _____
9. Wall types, Insulation level		e. Gas furnace, LPG	AFUE: _____
Exterior		f. Gas-driven heat pump	Recov. EFF.: _____
a. Wood frame	R= _____	14. Water heating systems	
b. Metal frame	R= _____	a. Electric resistance	EF: _____
c. Concrete block	R= _____	b. Gas fired, natural gas	EF: _____
d. Log	R= _____	c. Gas fired, LPG	EF: _____
e. Other _____	R= _____	d. Solar System with tank	EF: _____
Adjacent		e. Dedicated heat pump with tank	EF: _____
a. Wood frame	R= _____	f. Heat recovery unit	HeatRec%
b. Metal frame	R= _____	g. Other: _____	_____
c. Concrete block	R= _____	15. HVAC credits claimed (Alternate Point System Method only)	
d. Log	R= _____	a. Ceiling fans	_____
e. Other _____	R= _____	b. Cross ventilation	_____
10. Ceiling types, Insulation level		c. Whole house fan	_____
a. Under attic	R= _____	d. Multizone cooling credit	_____
b. Single assembly	R= _____	e. Multizone heating credit	_____
c. Knee walls/skylight walls	R= _____	f. Programmable thermostat	_____
d. Radiant barrier installed	R= _____		

\*NOTE: This is not a Building Energy Rating. If your index is below 70, your home may qualify for energy efficiency mortgage (EEM) incentives if you obtain a Florida Building Energy Rating. Contact the EnergyGauge Hotline at (321) 638-1492 or see the Energy Gauge web site at [www.energygauge.com](http://www.energygauge.com) for information and a list of certified Raters. For information about Florida's Energy Efficiency Code, contact the Florida Building Commission's support staff.

\*\*Label required by Section 303.1.3 of the Florida Building Code, Energy Conservation, if not DEFAULT.

I certify that this home has complied with the Florida Energy Efficiency Code through the above energy saving features which will be installed (or exceeded) in this home before final inspection. Otherwise, a new EPL Display Card will be completed based on installed Code compliant features.

**- SAMPLE ONLY -**

Builder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Seller's signature will not appear on this sample copy.**

Address of New Home: \_\_\_\_\_ City/FL Zip: \_\_\_\_\_





## Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

**But wait, there's still one more important thing you really ought to do.**

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary, statewide energy-efficiency rating system for homes in Florida. Prospective homeowners just like you, all around the state, are getting their homes rated before they make their purchase.

**There are several very important reasons why:**

▲ Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency. You get detailed estimates of how much your energy use will cost.

▲ Energy ratings give you clear and specific information that lets you compare similar homes on their energy use. Two homes might look similar, but one may be efficient and comfortable, and the other an energy-guzzler with a very uncomfortable interior.

# Thinking About Buying a Home? Get An EnergyGauge® Rating!

## Consider the Benefits:

- ▲ More Home for Less Money
- ▲ Tested Quality Construction
- ▲ Enhanced Indoor Comfort
- ▲ Superior Energy Efficiency
- ▲ More Environmental Sustainability
- ▲ Improved Mortgage Options
- ▲ Greater Resale Value

▲ Maybe most important of all, the national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits. Some lenders may offer special financing.

**Before buying your next home, hire a Certified Energy Rater to do a rating.**

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-use in a home and determine efficiency. Because energy costs can equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

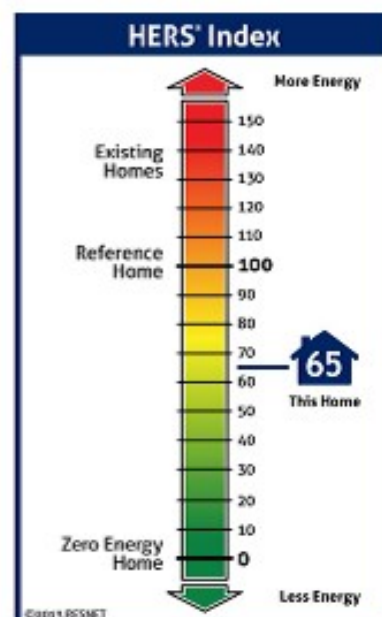
You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer

a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

**Here's how the EnergyGauge® program works.**

After the rating, you'll get an easy-to-read form like the one on the next page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size, with the same number of bedrooms available in your part of the state today.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center®. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes.



## **SITE VISITATION POLICY AND PROCEDURES**

The purpose of this Site Visitation Policy and Procedures ("**Policy**") is to set forth the terms under which a Buyer may visit the Property prior to Closing. Portions of the Community are under active construction and are inherently dangerous due to physical conditions and the related activities commonly associated with active construction. Therefore, Buyer may only visit the Property in accordance with this Policy and Buyer must use extreme caution during all site visits.

**1. Authorized Site Visits.** During the course of construction of the Home, Buyer may visit the Property for a Scheduled Walkthrough (defined below). Any additional site visits by Buyer may be authorized by Seller in Seller's sole and absolute discretion ("**Authorized Site Visit**"). All Scheduled Walkthroughs and Authorized Site Visits are collectively referred to herein as "**Site Visits**".

**1.1 Scheduling an Authorized Site Visit.** An Authorized Site Visit must be authorized by the construction supervisor or other authorized representative of Seller. To schedule an Authorized Site Visit, Buyer must contact the Community Sales Manager. If Buyer attempts to visit the Property without complying with this Policy, Buyer will be asked to leave and to follow the proper procedure for entry.

**1.2 When an Authorized Site Visit May Take Place.** Buyer will be unable to access to the Property at certain times during construction. An Authorized Site Visit must occur at a time when construction activities are not being conducted on the Property. No Authorized Site Visits will be permitted during the following stages of construction of the Property: (i) slab preparation; (ii) framing and truss erection; (iii) installation of roofing material; (iv) interior and exterior painting; (v) installation of floor coverings; (vi) installation of tile; and (v) placement of concrete slab, driveway and walkways. The foregoing is not meant as a complete list of times when access to the Property may be restricted for Authorized Site Visits. Seller retains complete control over when an Authorized Site Visit may take place.

**2. Scheduled Walkthroughs.** One or more scheduled walkthroughs (collectively, "Scheduled Walkthroughs") may occur after the Purchase Agreement Date and before Closing. Scheduled Walkthroughs may include a Pre-Construction Meeting, a Pre Drywall Meeting and a New Home Demonstration.

**2.1 Pre Construction Meeting.** If applicable, Buyer may be invited to participate in a Pre Construction Meeting.

**2.2 Pre Drywall Meeting.** If applicable, Buyer may be invited to participate in a Pre Drywall Meeting.

**2.3 New Home Demonstration.** Upon Seller's determination of substantial completion of the Home and prior to Closing, Seller will invite Buyer to participate in the New Home Demonstration. The purpose of the New Home Demonstration is to demonstrate the Home's features. Items discovered during the New Home Demonstration shall not provide a basis for Buyer to cancel the Purchase Agreement, withhold funds or delay Closing. Only Buyer or Buyer's Designated Agent and Buyer's registered broker, if any, may attend the New Home Demonstration.

**3. Independent Home Inspector's Participation in Site Visits.** Buyer's independent home inspector may not inspect the Property unless Buyer and Buyer's independent home inspector have signed the Independent Home Inspectors Policy and Procedures and comply with all requirements set forth in such policy and procedures.

**4. General Rules Applicable to Site Visits.** The following general rules are applicable to all Site Visits.

**4.1** No visitors under the age of 13 will be permitted to attend a Site Visit. Pets (other than service animals) are not permitted.

**4.2** All visitors must follow any site specific rules in effect and must obey all posted signs.

**4.3** Visitors must wear hard hats and closed toe footwear at all times while on a construction site.

**4.4** Visitors are not allowed to climb any ladders or scaffolding, walk or stand on stored materials, disturb any workers or suppliers, move material or stored packages, or climb in or out of window openings or on to any roof.

09 Indigo Creek 50s  
Gonzalez (Q-202172)  
Lot 34 (000034)

**4.5** Visitors should not discuss construction issues with any trade partner, supplier or worker present on the site. All questions related to the Home construction must be directed to the Construction Supervisor and/or the Community Sales Manager. Buyer agrees not to critique or instruct Seller’s superintendent or any of Seller’s other employees or subcontractors and will address any construction issues in writing to the Community Sales Manager.

**4.6** Buyer nor any of Buyer’s agents or representatives may perform any work or direct any of Seller’s subcontractors to perform any work or changes to the Property.

**4.7** No rituals or ceremonies which involve parties other than Buyer, fire, cooking, heating instruments or animals can be conducted at the Property prior to Closing.

**5. Assumption of Liability.** Due to the inherent danger associated with a visit to an active construction site, Buyer will be required to release, indemnify and hold Seller harmless from and against any and all personal injuries, property damage, and any other claim or injury incurred by Buyer and/or Buyer’s representative on the Property prior to Closing or on any construction site at the Community at any time before and after Closing, as set forth in the Purchase Agreement.

Buyer’s Initials:                  \_\_\_\_\_



09 Indigo Creek 50s  
Gonzalez (Q-202172)  
Lot 34 (000034)

**INDEPENDENT INSPECTORS POLICY AND PROCEDURES**

The purpose of this Independent Inspectors Policy and Procedures (“**Policy**”) is to explain the policy and procedures that apply if Buyer would like to have the Home inspected by Buyer’s independent inspector.

- 1. Compliance with Policy.** Seller will allow Buyer’s independent inspector to inspect the Home as an accommodation to Buyer provided that such inspection does not delay the Closing and Buyer and its independent inspector comply with this Policy. Failure to comply with this Policy may delay or prevent Buyer from having an independent inspector inspect the Home. Seller will not delay the construction schedule or a scheduled closing to accommodate an inspection by Buyer’s independent inspector.
- 2. Timing.** Buyer must provide notice to the community sales manager at least 30 days before Buyer desires to have an independent inspector inspect the Home. No later than 5 days prior to the schedule inspection, Buyer must provide Seller with the information set forth in Paragraph 3 below. The inspection must be performed at least 15 days prior to Closing and 5 days prior to the New Home Demonstration.
- 3. Information Required Prior to Inspection.** Buyer must provide Seller: (i) a fully executed copy of this Policy to Seller, signed by Buyer and Buyer’s independent inspector, and (i) evidence of Buyer’s independent inspector’s insurance coverage as required below. Failure to provide this information will result in the independent inspector being denied access to the Property or removal from the Property.
- 4. Inspector Licensing and Insurance Requirements.** Buyer’s independent inspector must hold all appropriate in-state licenses for the state in which the Property is located. Buyer must provide Seller with a copy of Buyer’s independent inspector’s liability insurance, which insurance shall include a minimum coverage of \$1,000,000 and, if Buyer’s independent inspector is a corporation, a certificate of worker’s compensation insurance (or sufficient documentation establishing the legal right to not carry such insurance).
- 5. The Inspection.** Seller’s representative may be, but is not required to be, present during the inspection of the Home by Buyer’s independent inspector. Buyer’s independent inspector as well as Buyer must wear a hard hat and closed toe shoes at all times when inspecting the Home and must follow all of Seller’s safety procedures at all times. If requested by Seller, all parties at the inspection shall wear shoe covers while inspecting the interior of the Home. Buyer’s independent inspector may not use spray paint, tape, pencil or other type of marking materials on the Home or Property or conduct any type of destructive testing on the property.
- 6. Inspection Report.** Buyer’s independent inspector may not attend the New Home Demonstration. However, during the New Home Demonstration, Seller may elect to speak with Buyer about any issues identified by Buyer’s independent inspector so long as Seller has been provided with a report or other written summary which specifically identifies each issue and references the specific applicable state or local building code, ordinance or International Residential Building Code (collectively, “**Codes**”). Buyer is advised that inspectors may not be required, willing, or qualified to cite to specific Codes, and Buyer is advised to discuss this with their independent inspector prior to Buyer’s engagement of such inspector and/or the inspection. The written report must be provided to Seller at least 3 days prior to the New Home Demonstration. By receiving Buyer’s independent inspector’s report and discussing the same with Buyer, Seller assumes no obligation to address the issues contained therein, make any repairs, or perform any corrective action as a result of an inspection of the Home by Buyer’s independent inspector.

**BUYER**

**INDEPENDENT INSPECTOR**

*Sample-Do Not Sign*

*Sample-Do Not Sign*

Buyer’s Initials:

Initial

GRG

Initial

KLG

09 Indigo Creek 50s  
Gonzalez (Q-202172)  
Lot 34 (000034)

SUMMARY OF TERMS

This Summary of Terms is provided for Buyer's convenience only and is not intended to be part of or modify the terms and conditions set forth in the Purchase Agreement and any amendments thereto. In the event of a conflict between the terms and conditions of the Purchase Agreement (inclusive of any addenda and amendment thereto), marketing materials and this Summary of Terms, the Purchase Agreement shall control in all events.

Property Address: 731 Sky Shade Dr, Apollo Beach, FL, 33572  
Buyer will obtain a mortgage loan for the Property (Affiliated)  
Date: 10/12/2025  
Buyer Name: Gerardo Roman Gonzalez  
Co-buyer 2:  
Division: Florida - TPA - Homebuilding  
Lot: Lot 34 (000034)  
Model: GRENADA 1402394

Purchase Agreement Date: 10/12/2025  
Co-buyer: Krystina Lis Gonzalez  
Co-buyer 3:  
Swing: Right  
Community: Indigo Creek  
Community Sales Manager: Peter Sanvidge

☒ If this box is checked, Buyer is eligible to receive one or more incentives. Please see the Incentive Addendum attached to your Purchase Agreement for eligibility details.

Maximum Taylor Morrison Allowances:\*

Seller Incentive (Financing): \$22,000.00  
HOA Dues Incentive: \$1,176.00

Current Purchase Price Terms:

Base Price:			\$433,999.00	
Lot Premium:			\$24,000.00	
Options:			\$88,575.00	
Options Addendum No.		Date	Description	Amount
1		02/21/2025		\$83,755.00
2		10/11/2025		\$4,820.00
Subtotal			\$88,575.00	
Discount:			\$56,575.00	
Total Purchase Price:			\$489,999.00	
Deposit Schedule				
Date	Type	Status	Check   Wire   ACH #	Amount
10/12/25	Earnest	Received	864022123	\$15,000.00
			Remaining Deposit Amount Due:	\$0.00
			Preliminary Balance Due**	\$474,999.00

\*All allowances and incentives contained herein, if any, are subject to: (i) Buyer's satisfaction of all conditions precedent to receiving any allowance or incentive; and (ii) approval by Buyer's Lender, if applicable, of all allowances and incentives as reflected in the Closing Disclosure or Settlement Statement accepted by all parties on or before the Closing Date; and (iii) the terms, conditions and limitations, if any, outlined for such incentive in the Incentive Addendum. Once all conditions to receiving an incentive have been met, the achieved incentives will be reflected in the Current Purchase Price Terms above.

\*\*The Preliminary Balance Due above is preliminary as of the date indicated and will likely differ from the total balance due at Closing because: (1) the above does not reflect closing costs and other funds that may be owed by Buyer before or upon the Closing; and (2) all incentives, if any, may not have been incorporated into the Preliminary Balance Due, such as certain Option/Design Studio Incentives and the Seller Incentive. Depending on the promotion and lender guidelines (if applicable), the Seller Incentive may, by way of example, be used to buy down Buyer's interest rate, applied to future HOA dues or applied to closing costs and, therefore, may not be deducted from the Preliminary Balance Due reflected above. A detailed breakdown of the actual total balance due by Buyer will be provided to Buyer prior to the Closing via the Estimated Settlement Statement/Closing Disclosure, subject to any revisions as reflected in the Final Settlement Statement/Closing Disclosure.

DS  
PS

## **INDIGO CREEK** **COMMUNITY DISCLOSURE ADDENDUM**

Issuance Date: May 6, 2025

This Community Disclosure Addendum ("**Addendum**") is attached to and amends and supplements that Purchase Agreement ("**Purchase Agreement**") between Buyer and Seller for the Property referenced in the Purchase Agreement. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Purchase Agreement. If there is a conflict between the terms of this Addendum and the Purchase Agreement, this Addendum will prevail. All references to the "**Home**" in this Addendum shall refer to the entire Property, as applicable.

This Addendum sets forth the general information which Buyer should take into consideration in connection with Buyer's purchase of a home within this Community. Buyer also received the General Disclosure Addendum. The disclosures made in this Addendum and the General Disclosure Addendum shall sometimes collectively be referred to as "**Disclosures**." Buyer is advised to review all Disclosures carefully. These Disclosures may impact Buyer's decision to purchase a home in the Community. While Seller has endeavored to provide a comprehensive list of items that may be important to Buyer, these Disclosures provided by Seller are not an exhaustive and complete list. Seller has no control over much of the information covered in this Addendum, and information is subject to change without notice. Since individual sensitivities may vary with respect to conditions at or nearby the Community, Buyer is encouraged and advised to conduct Buyer's own independent investigations regarding the Home, the Community, the surrounding land uses and any other matter that may be of significance to Buyer. The following information concerning the Community is accurate only as of the date of this Addendum, as set forth above. Buyer should verify the information contained herein by contacting the owner of the surrounding property subject to the Disclosure or the individuals, agencies or firms identified in this Addendum for the most up-to-date information. Community sales managers have no authority to make any statements contradictory to the Disclosures.

All distances mentioned herein are approximations only and, to the extent that such distances are material to Buyer, Buyer should independently verify such distances. Seller makes no representation regarding the Disclosures and whether they are complete. Buyer should review all of the information provided by Seller including the disclosures set forth in this Addendum.

### **INTRODUCTION.**

**1. THE COMMUNITY.** Buyer is purchasing a home which is situated within the Community commonly known as Indigo Creek ("**Community**"). The Community is located in Apollo Beach, Hillsborough County, State of Florida. The Community is a planned unit development and if developed as planned may be comprised of up to two hundred thirty four (234) single family residential lots. A homeowners association will govern and manage the Community as further described below. The County imposed numerous conditions of approval for the Community. Such conditions establish, among other things, the number of homes and other development criteria and standards. Seller in its sole discretion may increase or decrease the actual number of homes constructed in the Community.

### **COMMUNITY GOVERNANCE**

**2. ASSOCIATION AND GOVERNING DOCUMENTS.** When Buyer purchases a home in the Community, Buyer will automatically become a member of Indigo Creek Community Association, Inc. ("**Association**") which has been formed to manage and govern the Community and Buyer will be subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Indigo Creek, as amended from time to time ("**Declaration**"). The Declaration sets forth, among other items, the duties and responsibilities of the Association and homeowners, the assessment and lien rights of the Association, use restrictions and maintenance responsibilities for the Association and the owners of homes and architectural control provisions over the homes. The rights of the Association are also set forth in the Bylaws of the Association ("**Bylaws**") and Articles of Incorporation of the Association ("**Articles**"), Association Rules and Regulations ("**Rules and Regulations**"), and Architectural Guidelines ("**Architectural Guidelines**") governing the Community, which are all subject to amendment from time to time. The Declaration, Bylaws, Articles, Architectural Guidelines, Rules and Regulations and any supplementary declarations which may be recorded are herein referred to as the "**Governing Documents**."

**3. REVIEW OF GOVERNING DOCUMENTS.** Buyer has received a copy of the Governing Documents and Buyer should carefully review the Governing Documents prior to contracting to purchase the Home in order to understand Buyer's specific rights and obligations as a member of the Association. The Governing Documents establish limits on the use of the Home Buyer is purchasing. The Governing Documents may be in draft form when initially provided to Buyer, however, the Governing Documents will be recorded prior to Closing and a recorded copy provided to Buyer at or prior to Closing.

**4. FUTURE AMENDMENTS TO GOVERNING DOCUMENTS.** The Declaration and other Governing Documents contain provisions that permit the declarant/developer and/or owners to approve future amendments to the Declaration and other Governing Documents. If approved as required, such future amendments could affect the rights and obligations of owners in the Community. Future amendments to the Governing Documents may be made to accommodate Seller's business objectives or due to the requirements of governmental or quasi-governmental agencies including, without limitation, FHA, VA, FNMA, and GNMA.

## **5. DISCLOSURE SUMMARY, BUDGETS, ESTIMATED ASSESSMENTS FOR THE ASSOCIATION AND OTHER FEES AND CHARGES.**

**5.1. Disclosure Summary.** Buyer acknowledges receipt of the Disclosure Summary pursuant to Section 720.401, Florida Statutes, along with a Summary of Assessments, Fees and Other Charges with the Receipt for Documents.

**5.2. Association Budget.** As a member of the Association, owners have various rights and obligations as set forth in the Governing Documents. The Association funds its obligations by levying assessments and distributing such funds in accordance with the Association's budget. Buyer's obligations as a member of the Association include, without limitation, paying assessments to the Association. **Failure to pay these assessments when due could cause the Association to record a lien against your Home and to foreclose such lien.** Buyer should anticipate that these assessments may increase as operational needs increase in the future due to the annexation of additional phases of development, inflation and changing maintenance needs. You will also be responsible for assessments that reimburse the Association for costs incurred to repair, clean up, or maintain your Home and Property in the event you fail to fulfill your responsibilities to do so. Seller has no control over the Association's budget or collection of assessments. Buyer has been provided the Association's current budget. Buyer should review the budget carefully prior to purchasing the Property.

**5.3. Association Assessments and Fees.** The current assessments and fees for the Property are set forth in the Summary of Assessments, Fees and Other Charges provided to Buyer with the Receipt of Documents. These assessments and fees are estimates and are subject to change. Please refer to the Governing Documents and the Association's current budget for a more thorough description of these and all other assessments, fees and responsibilities. The current Association assessments will be prorated between Buyer and Seller at Closing.

Buyer must also pay the one-time Builder Fee set forth in the Summary of Assessments, Fees and Other Charges to Seller when purchasing a home, which will be collected at Closing and distributed to Seller. Such payment is not a prepayment of assessments or part of the purchase price of the Home. If Buyer sells Buyer's Property, Buyer will not be entitled to a refund of the Builder Fee from Seller.

The Association's management company charges an administration fee and estoppel fee to establish a new homeowner's account as set forth in the Summary of Assessments, Fees and Other Charges. Such fees will be collected at Closing and paid to the Association's management company.

**5.4. Future Resale Contribution.** The Property is subject to a future "**Resale Contribution**" payable to the Association upon each and every resale of the Property in the future at the time legal title is conveyed by the previous owner. The current amount of the Resale Contribution is set forth in the Disclosure Summary and Declaration. The amount of the Resale Contribution is subject to change in the Association's board of directors' sole discretion. The purpose of the Resale Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Association. Resale Contributions are not advance payments of assessments and shall have no effect on future assessments, nor will they be held in reserve.

**5.5. Association's Management Company.** As of the Issuance Date of this Addendum, as noted above, the Association is currently managed by: Castle Group, located at 6301 Memorial Highway, Suite 103, Tampa, Florida 33615; Telephone: 800-337-5850; email [scraig@castlegroup.com](mailto:scraig@castlegroup.com) or visit the website: [www.castlegroup.com](http://www.castlegroup.com).

**6. ARCHITECTURAL REVIEW.** Under the terms of the Declaration, the Board or an Architectural Review Board may review plans and specifications for construction of improvements within the Community. Any improvements constructed by Buyer or on Buyer's behalf MAY REQUIRE PRE-APPROVAL by the Board or the Architectural Review Board and, once built, must be maintained by Buyer. Buyer is urged to review the criteria set forth in the Declaration and Architectural Guidelines for Board and Architectural Review Board review and approval, which review process can take up to forty five (45) days from receipt of all items required by the Architectural Review Board. In addition to the approval from the Board and Architectural Review Board, Buyer is responsible for obtaining any other required governmental approvals and permits for any proposed improvements to the Home after Closing. An architectural review fee may be assessed for each application reviewed.

## **INSULATION**

**7. INSULATION.** Where construction allows, insulation will be installed in the Home as follows:

Area Insulated	Type of Insulation	Minimum Thickness	Minimum Manufacturer R-Value of Insulation
Ceilings – Flat	Blown Fiberglass	12"	R-30
Vaulted Ceilings – Truss/Rafter	Batt Fiberglass	10"	R-30
Exterior Wall	Batt Fiberglass	3 ½"	R-13
Cantilever Floors, Box Window Seats or Floor Above Garage, if applicable	Batt Fiberglass	5"	R-19
Mineral Wool Demising Walls		3 ½"	R-11
Foil Exterior Masonry Walls		2 layer	R-4.1

Area Insulated	Type of Insulation	Minimum Thickness	Minimum Manufacturer R-Value of Insulation
FireCaulk			Fireblock 136 or like
Radiant Barrier	Silver Shield	Multi-Layered	R-2.0

Notwithstanding the foregoing, insulation thickness and R-value in certain areas of the Home may vary due to design constraints. Examples of locations where thickness and R-value may vary include locations where studs are placed in the walls, at corners and windows and where roof trusses attach to outside walls. R-values are based on the specifications of the manufacturer and/or installer of the insulation and Seller does not warrant or represent the accuracy of the manufacturer's or installer's calculation of these R-values. Seller has the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home.

## **ABOUT THE COMMUNITY**

**8. COMMUNITY COMPONENTS.** The Association will own in fee simple and/or by easement the common areas within the Community. If the Community is developed as presently proposed, it is anticipated that the Community will include some or all of the components described below.

**8.1. Recreational Facilities.** It is anticipated that the Community will include recreational facilities consisting of a pool, cabana, and boardwalk ("**Recreational Facilities**") which will ultimately be owned and operated by the Association. The use of these Recreational Facilities may cause noise, night light, the errant flight and/or entry of items of play and other disturbances to Buyer. Homeowners living near the Recreational Facilities will likely experience higher than normal pedestrian traffic and other disturbances associated with the use of these facilities. The condition of the Recreational Facilities may change over time. The Association may change the hours of operation and access to the Recreational Facilities from time to time.

**8.2. Private Butterfly Garden.** The Community includes a private butterfly garden located within Tract F (Amenity Area) which will ultimately be owned and maintained by the Association in accordance with National Wildlife Federation standards. Homeowners living near the butterfly garden will likely experience higher than normal pedestrian traffic.

**8.3. Private Playscape.** The Community includes a private playscape containing an embankment slide, six-sided climbing structure, triple balance beam and benches located within Tract F (Amenity Area) which will ultimately be owned and maintained by the Association in accordance with National Wildlife Federation standards. Homeowners living near the playscape and butterfly garden will likely experience higher than normal pedestrian traffic.

**8.4. Lakes, Water Levels in Lakes/Water Management District.** Lakes will be located throughout the Community ("**Lakes**"). In addition to serving an aesthetic purpose, the Lakes will also act as water collection basins. Surface water from the Community will flow into the Lakes. Seller hereby discloses to Buyer, and Buyer hereby acknowledges and agrees, that the water levels in the Lakes located within and around the Community, if any, may rise and fall significantly due to among other things, fluctuations in ground water elevations within the surrounding areas. In addition, the applicable water management district has the right and authority with respect to the water levels therein. Buyer further acknowledges and agrees that Seller has no control over water levels in the Lakes, and/or fluctuations in ground water elevations. As a result, the dry areas of the Community, including but not limited to the Lot, will likewise fluctuate from time to time. Therefore, Buyer hereby releases Seller from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and courts costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the Lakes within and around the Community. The provisions of this paragraph shall survive Closing. There may be, from time to time, transmission of odors, or humidity from the Lakes and the Lakes may grow algae or plant life or attract wildlife and insects (including alligators, mosquitoes, gnats, etc.) and other animal life typically associated with bodies of water. The water could also become dirty or otherwise unsightly.

## **9. STREETS.**

**9.1. Public Streets.** All streets providing access to the Community and within the Community are public. As a result, the restrictions set forth in the Declaration do not govern activity within the public streets. Neither Seller nor the Association has any control over maintenance or upkeep of such public streets. Public streets are subject to local government laws. The public streets may not be 100% complete prior to Buyer's Closing.

**9.2. New Streets and Street Lights.** Streets in the Community may remain unfinished long after the first homeowner moves in. Until the final paving of the streets, the gutter edges may not be level with the streets, manhole covers may protrude from the streets; and the road surface may be irregular in other respects. It is also common in new communities for the street lights to be installed but not energized for an extended period after residents move in. As a result, streets may be dark and visibility may be limited at night. In addition to the foregoing, surface parking spaces may be modified when final paving/stripping is added.

**10. USE RESTRICTIONS.** Buyer must comply with various use restrictions set forth in the Governing Documents. These restrictions include, among other things, restrictions on non-residential uses of the Property, restrictions regarding the maintenance of the Home and other improvements on the Property, the parking of vehicles and the keeping of pets. Below is a list of examples of use restrictions and is not intended to be an exhaustive list. Moreover, the use restrictions remain subject to change pursuant to the terms of the Governing Documents.

**10.1. Leasing/Occupancy.** Buyer will not be permitted to rent or lease the Home for transient or hotel purposes. The Home may be leased only in its entirety (e.g., separate rooms within the Home may not be separately leased). All rental and lease agreements must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Declaration. No homeowner may lease his or her home for a term of less than seven (7) months. No homeowner may list the home on any website (e.g., Airbnb or other similar website) for rental or lease for terms that violate the leasing restrictions contained in the Declaration. The lease must also state that any failure by the tenant or lessee to comply with the terms of the Declaration constitutes a default under the lease. No home may be occupied by more persons than the number of bedrooms times two plus one, nor may more persons, including guests, occupy a home overnight than the number of bedrooms times two, plus one (i.e., if the home is 2 bedrooms the number of occupants cannot exceed 5, or if the number of bedrooms is 3, the number of occupants cannot exceed 7).

**10.2. Pets.** Household pets, such as dogs and cats, are limited under the Declaration to three (3); however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as defined in the Declaration), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. Buyer shall be liable for any unreasonable noise or damage (including clean up after such animal(s)) caused by the animal brought or being kept in the Community. In addition, the Rules and Regulations contain additional pet restrictions.

**10.3. Satellite Dishes.** Satellite dish antennas may be installed and used within the Community in accordance with the Declaration or any other recorded restrictions and governmental requirements. However, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will be or remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community, including the addition of other buildings, homes, walls, fences, trees and other landscaping. The installation of a satellite dish may void the Limited Warranty.

**10.4. Parking.** Buyer has been advised to read the use restrictions set forth in the Declaration and Rules and Regulations carefully before determining to purchase the Home. The Declaration provides that no person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property, other than in driveways or other specifically designated parking areas located in the Community. The Community contains public streets and the Association cannot regulate parking on public streets. This will be done by the County.

## **ABOUT THE HOME**

### **11. THE HOME.**

**11.1. Single Family Detached Lot.** Buyer is purchasing a new home located on its own legal lot. As a homeowner, Buyer is responsible for maintaining all components of the Home and Lot, including the landscaping and irrigation.

**12. FLOOD ZONE.** The Community is located within Flood Zone "AE" (Elevation 10 feet), per Flood Insurance Rate Map for Hillsborough County, Florida, Map No. 12057C0656J, Community Panel Number 120112, dated October 7, 2021. Buyer understands, acknowledges and accepts that Seller makes no representations, guarantees or warranties regarding any future flood zone determinations.

**13. FLOOD PLAIN AND FLOODWAY.** Portions of the Community are located within a flood plain/floodway. The following residential lots within the Community are shown on the current Flood Insurance Rate Map: Lots 110 through 115, 124 through 134, 156, 163 through 174, 179 through 182, and 194 through 196. **THE LOT BUYER IS PURCHASING MAY BE LOCATED IN THE 100-YEAR FLOOD PLAIN, AS REFLECTED ON THE FIRM.** The Federal Emergency Management Agency (FEMA) publishes Flood Insurance Rate Maps (FIRMs) depicting the floodway and the 100-year flood plain. The 100-year flood plain is defined as those areas having a 1 percent chance of being inundated by floodwaters during any given year. Floodway is defined as that part of the flood plain which carries flow in a base flood event. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Buyer understands, acknowledges and accepts that Seller makes no representations, guarantees or warranties regarding any future special flood zone determinations. Buyer should conduct its own investigation to determine the potential impact of flooding in the Community.

**13.1. Potential Removal from Flood Zone.** In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" or "Letter of Map Amendment" (collectively, "LOMR") from FEMA. All the house pads in the Community have been filled in a manner to raise them above the 100-year flood plain elevations but some lot corner elevation will remain below the 100-year flood plain elevation (those lots being Lots 110 through 115, 124 through 134, 156, 163 through 174, 179 through 182, and 194 through 196). An application will be filed with FEMA by Seller's consultant for an amendment to the Flood Insurance Rate Maps to remove the lots from the 100-year flood plain

those lots which have been filled to the required, minimum elevation. The timing of approval of the amendment to the FIRM is controlled by FEMA, and Seller will not be responsible for any delays or the failure of FEMA to amend the FIRM. Seller is not responsible for any changes FEMA makes to the FIRM applicable to where the Property is located.

**13.2. Flood Insurance.** If the Property is in a flood plain, Buyer will likely be required by Buyer's mortgage lender to purchase flood insurance. Buyer should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, and other matters related to the purchase of flood insurance for the property. Even if flood insurance is not required by Buyer's Lender, and regardless of the lot's flood plain or floodway status, Buyer is advised to strongly consider purchasing flood insurance since the Community and its surrounding areas are generally susceptible to flooding from time-to-time and flood plain and floodway boundaries are subject to change from time to time by the federal government or as the result of legal challenges.

**13.3. Buyer's Duty to Investigate.** The Purchase Price does not reflect reliance upon any representations made by Seller as to the location of or presence of flood plain. Buyer shall be responsible, at Buyer's expense, for verifying that all or part of the Property, the currently existing improvements, and/or intended future improvements are unaffected by the presence of a flood plain. The FEMA Flood Map Service Center (MSC) (<http://msc.fema.gov/portal>) is the official public source for flood hazard information produced in support of the National Flood Insurance Program (NFIP). Buyer can use the MSC to find official flood map, access a range of other flood hazard products, and take advantage of tools for better understanding flood risk.

**14. WETLANDS.** Wetlands are areas that are inundated or saturated by an accumulation of surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. State and local ordinances restrict the ability to build or to rebuild improvements within flood plain and wetlands. These restrictions affect homes, garages and any other improvements on the Property. Buyer should not excavate in a wetland, fill a wetland, or drain a wetland until Buyer has received the proper permits from the local governmental agencies having jurisdiction over the wetlands. The Purchase Price does not reflect reliance upon any representations made by Seller as to the location of or presence of wetlands. Buyer shall be responsible, at Buyer's expense, for verifying that all or part of the Property, the currently existing improvements, and/or intended future improvements are unaffected by the presence of wetlands.

**15. SINKHOLES AND GENERAL LAND MOVEMENT.** Land movement, including, but not limited to, sinkholes and fissures, are part of the natural environment in Florida. Buyer is encouraged to make an independent investigation into land movement (including, but not limited to, the availability or cost for insurance coverage) which Buyer deems appropriate prior to entering into this Purchase Agreement. Seller makes no representations or warranties about the existing or future soil conditions on the Property. Seller disclaims liability for any damages which the Property may suffer because of settlement, sinking or collapse of the soils on the Property as a result of land movement.

**16. TERMITE PRETREATMENT.** Buyer will receive a certification of pretreatment for subterranean termites which contains a warranty, for up to one year from the date of treatment (not the Closing Date), from the company ("**Termite Company**") that performed the pretreatment of the Home. Pursuant to Section 5E-14.105, Florida Administrative Code, Buyer, at the time of each renewal, if a previous renewal was purchased, shall have the option of extending the warranty annually after the first year for no less than 4 additional years. Buyer understands that it shall be Buyer's obligation, at Buyer's cost and expense: (a) to have the Home and Property re-inspected on not less than an annual basis; and (b) to extend such warranty after its expiration and pay the applicable premiums therefore. Failure to do so could result in infestation by subterranean termites and subsequent damage to the Home not being covered by the Termite Company's warranty, in which event Buyer shall be solely responsible for eradication of any infestation, as well as all other costs to repair and replace damaged items. Seller makes no representations, warranties or guarantees regarding the Termite Company's warranty. Buyer hereby acknowledges and agrees that Seller shall not be liable for, and Buyer hereby releases Seller from, any and all losses or damages to the Home caused by and/or resulting from: (i) termites; (ii) Buyer's failure to annually re-inspect the Home and/or to renew the Termite Company's warranty; and/or (iii) Termite Company's failure to perform under said warranty.

**17. AGRICULTURAL USE: PRIOR TO DEVELOPMENT.** Prior to the development of the Community, the property on which the Community is located was used for agricultural purposes. Chemicals such as pesticides may have been used on the portion of the property where the Home is situated and may still be present in the ground.

## **SURROUNDING LAND USE DISCLOSURES**

**18. SURROUNDING USES.** Seller does not have control of the development of the properties surrounding the Community. Neither Seller nor Seller's representatives have made any oral or written statement, representation or warranty as to future use or development of adjacent properties other than as noted in this Disclosure. Should Buyer desire any further information regarding the use or development of adjacent properties, Seller urges Buyer to personally contact the County Planning Department.



Existing and/or proposed use of adjacent property is not within the control of the Seller selling entity or its representatives. All zoning remains subject to change and unless otherwise indicated, maps and plans are not to scale and all dimensions are approximate. Because much of the information included is subject to change for reasons beyond its control, Seller cannot guarantee the accuracy or completeness of any information disclosed on its Website or in other marketing materials. Further, Seller is not responsible for advising you of any changes. Seller recommends that you visit the Community and drive around the general vicinity surrounding the Community to familiarize yourself with physical and other conditions. Since Seller cannot predict every circumstance that may be material to you as a Buyer, you must fully satisfy yourself about the decision to purchase a particular home style and/or Lot by independently investigating all matters of interest to you prior to entering into a Purchase Agreement.

The current non-exhaustive summary of the use of the land surrounding the Community is as follows:

- **North:** The Community is bordered on the north by existing wetlands on County owned property and a County school bus facility and further north by U.S. 41.
- **South:** The Community is bordered on the south by 19<sup>th</sup> Avenue Northeast and further south is an existing residential neighborhood.
- **East:** The Community is bordered on the east by The Church of Jesus Christ of Latter-Day Saints, which is zoned AR, and by 12<sup>th</sup> Street Northeast, and further east is an existing residential neighborhood.
- **West:** The Community is bordered on the west by an equipment rental business, a drive-in movie theater, and an RV park that are zoned Commercial General, Commercial General, and Planned Development respectively. Further west is US 41/Tamiami Trail.

Surrounding property may be rezoned in the future by the owner of such property. All of these uses generate pedestrian and automobile traffic and may generate noise in the vicinity of the Community.

**19. AGRICULTURAL USE.** Areas within the vicinity of the Community may be used for agricultural purposes. Such agricultural uses may result in noise, odors, dirt, manure, livestock, pesticides, chemicals, dust, smoke, aircraft, and other nuisances that are associated with agricultural operations. Areas zoned for agricultural use may include, without limitation, the use of all-terrain vehicles, tractors, large fans, and other machinery. Seller encourages Buyer to spend time in the vicinity of the Community to experience the agricultural environment and consider whether living in an area with active agricultural operations will suit Buyer's use of the Home. It is possible that in the future the agricultural areas may be developed into residential areas or other uses.

**20. CHURCH(ES)/WORSHIP CENTER.** The Community is located immediately adjacent to The Church of Jesus Christ of Latter-Day Saints. There may be increased activity at the church(es) during certain times, especially on Sundays. Activities at the church may cause increased traffic and congestion in the area. Buyer may hear church music and bells ringing periodically and other disturbances or annoyances during services.

**21. COMMERCIAL/RETAIL BUSINESSES.** There are or in the future may be retail and commercial businesses located in the vicinity of the Community, including, but not limited to, shopping centers, fast food and regular restaurants, a grocery store, an auto repair shop and retail shops. As a result, the Community may be subject to lighting, noises, vehicular and pedestrian traffic and other nuisances. The commercial and retail centers may have promotional activities that create additional noise and nuisances. Additional commercial, retail and manufacturing businesses may be opened in the vicinity of the Community in the future.

**22. COUNTY SCHOOL BOARD TRANSPORTATION FACILITY.** There is a County school bus facility to the northeast of the Community where buses are parked/stored when not in use and maintenance is performed. The facility may be lighted at night. There may be light, noise, traffic and other congestion resulting from the use of the school bus facility especially during the school year (August to June).

**23. FREEWAYS/HIGHWAYS/BUSY STREETS.** Portions of the Community are located adjacent to U.S. 41/Tamiami Trail, 19<sup>th</sup> Avenue Northeast and 12<sup>th</sup> Street Northeast. In addition, there are other regional, local arterial and interior roads in the vicinity of the Community that may cause noise within the Community or traffic congestion on the roadways near the Community. These road system improvements are subject to modifications, approvals, and improvements made by the State or County. For example, alignments may be changed, proposed extensions may be deleted or changed and roadway improvements within the vicinity of the Community may be added. Buyer may experience noise from use of these roads as well as other problems associated with traffic congestion in the area of the Community.

**24. STREETS: ROAD CHANGES.** 19<sup>th</sup> Avenue Northeast and 12<sup>th</sup> Street Northeast are public streets immediately adjacent to the Community, may in the future be widened as part of Hillsborough County's road widening project from US 41 to US 301. As a result of such changes, Buyer and the Property may be inconvenienced by dust, noise, traffic, weekend work, and other nuisances and impacts associated with such future road changes. Seller makes no representations, warranties or assurances as to when, if ever, the construction will begin or be completed. Seller will construct a roadway stub-out to the adjacent property to the east. In addition to any end-of-way treatment/signage required by the Manual of



Uniform Traffic (MUTCD), the developer shall place signage which identifies roadway stub-outs as a "Future Roadway Connection".

**25. 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, bobcats, bears, panthers, hogs, 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.

There may be noises, nuisances, animal trespassing and other issues when a home is near wild animals. Buyer should research this issue before purchasing a Home in the Community. For more information about living with wildlife, please speak to experts and refer to other resources, including, but not limited to: <https://myfwc.com/conservation/you-choose/wildlife/>. It is Buyer's obligation to research and understand the issues involved in living close to or with wild animals.

**26. FLORIDA HARMFUL ALGAE BLOOMS ("HABs").** HABs are a common occurrence in Florida and Buyer should familiarize themselves with the environmental condition. Algae are plant-like organisms that sustain marine life as they contribute to the food chain and oxygen that keeps water bodies healthy. However, when water conditions are right (warm water and increased nutrients), certain algae can quickly grow and overpopulate. These foam or scum-like masses are called blooms, and can be pushed to the shore by winds, waves, tides and currents. Some blooms release toxins that make ecosystems, animals and people sick. Scientists call these harmful algae blooms or HABs. In Florida, HABs are found along saltwater, freshwater and brackish water bodies. HABs are temporary, usually happen in late summer or early fall, and can affect small and large areas. As some HABs decay, they release a bad odor. People who are irritated by the strong odor or have breathing difficulties should move away from the source of the smell. There are many HAB species in the Gulf of Mexico, but red tide and blue-green algae are most prevalent in Florida.

For an interactive dashboard featuring information and real-time sampling updates for HABs in Florida, Buyer is encouraged to visit the Florida Department of Environmental Protection Algal Bloom Dashboard website at: <https://floridadep.gov/AlgalBloom> and the Protecting Florida Together website at: <https://protectingfloridatogether.gov>. For additional information on potential health effects of algal blooms, visit <https://floridahealth.gov/environmental-health/aquatic-toxins>.

## **OTHER DISCLOSURES**

**27. UTILITY SERVICE PROVIDERS.** Utilities for the Community are anticipated to be provided by the following service providers:

- |                              |                                     |
|------------------------------|-------------------------------------|
| • Sanitary Sewer Disposal:   | Hillsborough County                 |
| • Potable Water Supplier:    | Hillsborough County                 |
| • Irrigation Water Supplier: | Hillsborough County Reclaim         |
| • Electric Company:          | TECO                                |
| • Telephone Company:         | Frontier Communications or Spectrum |
| • Cable Television*:         | Frontier Communications or Spectrum |
| • Garbage Collection:        | Hillsborough County                 |

**PLEASE NOTE: Seller has no control over any of the above services and the rates that may be charged. The service providers can change from those listed above at any time.**

*\*Cable is not part of the Association's fees and each homeowner is responsible for selecting cable service and type of service.*

**28. LOT LANDSCAPE MAINTENANCE AND SLOPE AREAS.** Buyer shall be responsible for proper irrigation and landscape maintenance on all areas of the Lot. Terrace drains, down drains, and any other slope drainage device shall be Buyer's responsibility to maintain and keep clear of obstructions which could block the flow of water. Maintenance must be performed on a regular basis and necessary corrections made prior to each rainy season. If the Lot is adjacent to or near the bottom of a slope or if drainage otherwise flows onto the Lot, then Buyer shall accept that drainage and shall not obstruct the flow of that drainage or divert it away from the Lot or otherwise alter the flow of that drainage in any manner that will have any effect on neighboring lots.

**29. SCHOOLS.** The Community is located in the Hillsborough County School District. School assignments are subject to change. Buyer should contact the applicable school district for verification of schools and school bus schedules and availability. The school districts determine if, when or where additional schools are to be built as well as which schools will service the Community. This determination is based, among other things, on the school districts' periodic analysis of need, and is outside of Seller's control. Buyer acknowledges and agrees that the local school authority having jurisdiction has full decision making powers to modify or change public school assignments at any time and assignments may be re-examined by such school authority on an annual basis. Buyer acknowledges and agrees that Buyer has not relied on any verbal or

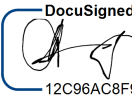
other representations from Seller or its representatives with respect to school assignments and that Buyer is responsible to make its own investigation of school assignments and other matters related to the applicable school authority.

**30. LAW ENFORCEMENT.** Law enforcement will be provided by Hillsborough County Sheriff’s Department. In case of an emergency, dial 911.

**31. FIRE PROTECTION SERVICES.** Fire protection is provided by Hillsborough County Fire Rescue. For emergencies, call 911.

**32. LAND USE AND TITLE DOCUMENTS.** Buyer, by its acceptance of a deed or other instrument conveying title to the Property, acknowledges that such Property is subject to certain title and land use documents and all related amendments, which, in addition to the Governing Documents, may include other documents affecting title to the Property recorded in the public records of the County in which the Property is located and unrecorded land use or title documents (collectively, the **“Title Documents”**). The Title Documents are available for inspection in Seller’s office or otherwise upon Buyer’s request 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. Some or all of the Title Documents may be outside Seller’s control and may be amended, assigned or terminated without Seller’s consent or even knowledge. To the extent Seller is entitled to seek modification, assignment or termination of any of the Title Documents, Seller reserves the unconditional right to seek amendments and modifications of those. 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 or other instrument conveying title to the Property, to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents.

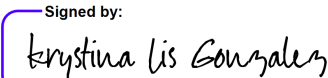
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10/12/2025

**BUYER NAME**

**DATE**

Signed by:  
  
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10/12/2025

**COBUYER1 NAME**

**DATE**

**COBUYER2 NAME**

**DATE**

**COBUYER3 NAME**

**DATE**

## Certificate Of Completion

Envelope Id: B068D09C-F1C5-4B3B-A677-933A84895BBF

Subject: Q-202172-Purchase Agreement-Lot 000034-Gonzalez-09 Indigo Creek 50s

Source Envelope:

Document Pages: 58

Certificate Pages: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Contract Operations

4900 N Scottsdale Rd

Ste 2000

Scottsdale, AZ 85251

contractoperations@taylormorrison.com

IP Address: 155.226.129.247

## Record Tracking

Status: Original

10/12/2025 10:19:06 AM

Holder: Contract Operations

contractoperations@taylormorrison.com

Location: DocuSign

## Signer Events

Peter Sanvidge

psanvidge@taylormorrison.com

Csm

Security Level: Email, Account Authentication  
(None)

## Signature

DS  
PS

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.123.108

## Timestamp

Sent: 10/12/2025 10:19:24 AM

Viewed: 10/12/2025 10:20:03 AM

Signed: 10/12/2025 10:20:29 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gerardo Roman Gonzalez

gojerry98@gmail.com

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
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Signature Adoption: Drawn on Device

Using IP Address: 107.123.33.40

Signed using mobile

Sent: 10/12/2025 10:20:31 AM

Viewed: 10/12/2025 10:46:28 AM

Signed: 10/12/2025 10:47:47 AM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Krystina Lis Gonzalez

krystina.gonzalez@gmail.com

Security Level: Email, Account Authentication  
(None)

Signed by:  
  
BF77545BB20549B...

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:15:2019::7

Signed using mobile

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Viewed: 10/12/2025 1:23:32 PM

Signed: 10/12/2025 1:24:45 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Peter Sanvidge

psanvidge@taylormorrison.com

Csm

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
CA8DDC9BEB24A4...

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.58.100

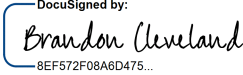
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Signed: 10/12/2025 2:00:02 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
TM TPA taylormorrisontpa@taylormorrison.com CLA JN Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 47.204.227.221 Signed using mobile	Sent: 10/12/2025 2:00:05 PM Viewed: 10/12/2025 4:22:30 PM Signed: 10/12/2025 4:22:52 PM Freeform Signing
Brandon Cleveland bccleveland@taylormorrison.com VP of Sales Taylor Morrison Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div> <small>DocuSigned by:</small>    <small>8EF572F08A6D475...</small> </div> Signature Adoption: Pre-selected Style Using IP Address: 63.208.201.150	Sent: 10/12/2025 4:22:55 PM Viewed: 10/14/2025 1:24:54 PM Signed: 10/14/2025 1:25:04 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Contract Library scl@taylormorrison.onmicrosoft.com Taylor Morrison Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/14/2025 1:25:07 PM
Jeff Avila jeff.avila.realestate@gmail.com MGR Fleet Masters Truck and Trailer Repair of Tampa Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/14/2025 1:25:08 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/12/2025 10:19:24 AM
Certified Delivered	Security Checked	10/14/2025 1:24:54 PM
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Payment Events	Status	Timestamps