



HOME PURCHASE AGREEMENT

This Home Purchase Agreement (this "Agreement") dated _____, is between Buyer and Seller.

1. BUYER AND SELLER

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

Name:
Current Address:
Telephone: (Primary) _____ ; (Secondary) _____
E-mail address:

1.2 Seller. "Seller" is Pulte Home Company, LLC. Seller's address is 4901 Vineland Road, Suite 500

1.3 , Orlando, FL 32811.

2. PROPERTY. Seller agrees to sell and Buyer agrees to purchase a home (the "Home") located on the lot described below (the "Lot") in _____ (the "Community"). Seller will construct the Home in substantial conformance with this Agreement and the Home Plan and Home Elevation identified below and the Home will contain the materials, fixtures and features described in the Features List for Home referenced in Section 15 below. The Home and Lot are collectively referred to as the "Property".

Lot Mailing Address:	
Lot Description (Lot/Block/Section or Phase):	
Condominium Unit No.:	Community:
Accounting Lot Number:	Accounting Community Name:
Home Plan:	Home Elevation:

3. PURCHASE PRICE AND DEPOSITS

3.1 Total Purchase Price. Buyer agrees to pay Seller the Total Purchase Price for the Property, such amount being the Base Price of the Property as set forth on the attached Job Initiation Order or Change Order (the Job Initiation Order or Change Order, as applicable, as amended by any subsequent Change Order, the "JIO"), plus the price of all options, upgrades and premiums selected by Buyer on the JIO or any addenda. Buyer understands the current Total Purchase Price set forth on the JIO may change as provided in this Agreement and may be different than the final Total Purchase Price payable at Closing (as defined below).

3.2 Deposits. Buyer agrees to deliver the Deposits as required by this Agreement. "Deposits" mean the initial earnest money deposit and all other deposits and amounts paid in advance of Closing with regard to options, upgrades or premiums pursuant to this Agreement, the JIO or any addenda. Buyer's initial earnest money deposit is _____ and is due upon Buyer's execution of this Agreement. Buyer understands Seller may require additional Deposits for certain options, upgrades and premiums. Except as expressly provided otherwise in this Agreement or by applicable law, all Deposits are nonrefundable when paid. The Deposits will be paid to Seller, may be used by Seller in its general operations, and may not be deposited into a separate bank account or escrow. If Buyer delivers the Deposits to Closing Agent (as defined in the Financing Addendum), Buyer authorizes Closing Agent to transfer the Deposits to Seller or Seller's account. In no event will Buyer be entitled to receive interest on the Deposits from Seller, whether deemed to accrue or actually accrued, except as provided in Section 10.2. All Deposits and other sums to be paid by Buyer prior to Closing must be paid in U.S. dollars through Seller's online payment portal using a debit card or by authorizing an ACH/direct debit payment (for sums due at Closing, see Section 8.4.b). If Buyer is entitled to a return of any Deposits, Buyer authorizes Seller to either return the Deposits to the account Buyer used to pay Deposits through Seller's online payment portal (if applicable) or deliver a check to Buyer. At Closing, the Deposits will be credited toward the Total Purchase Price.

4. PAYMENT OF PURCHASE PRICE; LENDER AND LOAN APPROVAL. In the attached Financing Addendum, Buyer elects whether to pay the Total Purchase Price in cash or by obtaining a mortgage loan. If Buyer elects to obtain a mortgage loan, then the Financing Addendum contains Buyer's selection of Buyer's lender from which Buyer will seek a loan and agreements regarding Buyer's obligation to apply for the loan and seek loan approval.

5. HOME OPTIONS, CONSTRUCTION MATERIALS AND THE LOT

5.1 Buyer Option Selections. Buyer must select all structural options on the date Buyer signs this Agreement. Buyer must make a final selection of all non-structural options and upgrades within 30 Days after the date Buyer signs the Agreement. Buyer agrees to schedule and attend all necessary appointments to make Buyer's selections. Buyer's selections will be final and binding when made. If, after the above deadline for Buyer to make a final selection of options and upgrades, Buyer requests, and Seller approves (without any obligation to do so), an addition or change to any options or upgrades previously selected, Buyer will be charged a nonrefundable administrative fee of **\$250.00-\$2600.00** for each changed or added option or upgrade. The price for each option will be the price in effect at the time of Buyer's selection. Unless Seller designates otherwise, Deposits for options and upgrades, if required, will be due at the time of Buyer's selection. If Buyer has not made an option selection within the time required above, Seller may make such selection for Buyer, in which case Buyer will be bound by such selection. If Seller requests Buyer to re-select an option which has become unavailable or is no longer offered by Seller, Buyer will do so within 5 days after being notified by Seller and the Total Purchase Price may be adjusted accordingly.

a. Flooring. Seller advises Buyer that certain areas of the Home may not be well suited for certain types of flooring (for example, hardwood or carpet may not be well suited for areas of the Home with a higher likelihood of moisture). Seller may, in its sole discretion, refuse to install certain types of flooring in areas of the Home Seller deems unsuitable for such flooring. If, at the request of Buyer, Seller agrees to install flooring that Seller deems to be unsuitable, Seller will not be responsible for any resulting damage and Buyer will not receive warranty coverage under the Home Warranty (defined below) for such flooring.

b. Seller's Right to Change or Limit Designs and Options. Seller reserves the right to limit options and upgrades offered with respect to the Home. Buyer will be entitled to select options only from those options available with respect to the Home at the time of Buyer's selection. Some options offered in other homes in the Community or in other communities may not be available with respect to the Home. If Seller changes the design of other homes

in the Community or changes the options offered or features included in other homes, Seller will have no obligation to make those changes to the Home or make them available to Buyer.

C. Partially and Fully Completed Homes. Buyer understands that current plans offered for newly built homes may have standard materials and features not included in a completed or partially completed home. If Buyer is purchasing a partially completed home, the Home will include only those materials and features that were standard for the Home when construction commenced, those options already selected by Seller, and those options which Buyer selects (to the extent Seller permits additional option selections). If Buyer is purchasing a partially completed home, the above time deadline for option selections is not applicable to Buyer. Instead, Buyer must make any available option selections within 7 days after the date Buyer signs this Agreement. Buyer understands Buyer's ability to select options for a partially completed home will depend upon the level of completion of the home at the time Buyer signs this Agreement and Buyer may be entitled to select only limited options or no options. If Buyer is purchasing a completed home, Buyer agrees it is purchasing the Home as presently constructed.

5.2 Community Specific Models. The design, specification levels, available options and pricing of homes and options may vary by community, even for the same or similar models. If Buyer has seen a model of the Home in another of Seller's communities, Buyer understands there may be significant differences in design, specification levels, options and pricing between such model and a similar model in the Community.

5.3 Models and Decorative Items. 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 an option for the Home and selected as an option by Buyer in accordance with this Agreement.

5.4 Material Substitutions, Variations and Marketing Materials. Due to governmental requirements, unavailability of materials, changes in options or other product offerings or changes in suppliers, Seller reserves the right to make changes to the Home and/or deviate from the features, plans or specifications as Seller determines necessary by lot and home, so long as Seller substitutes materials of equivalent quality and appearance. Determination of equivalency will be in Seller's sole discretion. Buyer acknowledges that color and texture variations occur in all natural and some man-made products due to manufacturing processes (e.g., granite, wood, tile and concrete) and that such variations are to be expected, and, provided such variations are within industry tolerances, they will not be considered a defect and Seller will have no liability or responsibility for such variations. Buyer agrees images that may be in advertising or marketing materials are for marketing purposes only and may not reflect exact home design, specific components or materials used in home construction, specific manufacturer or models of components, or exact colors or textures of materials, all of which may vary or change in the course of actual construction as described above.

5.5 Lot Premiums. Premiums for lots vary and are determined by the particular attributes of each lot as evaluated from time-to-time by Seller in its sole discretion. Buyer understands the characteristics that make the Lot unique may change over time, and the Lot may become more or less desirable as a result of such changes. Seller makes no representation or guarantee of the current or future value of Buyer's Lot. Further development of the Community or surrounding property, whether made by Seller, the developer or any other owner, may affect the Lot's value and Buyer's use and enjoyment of the Lot. Buyer releases Seller from and agrees Seller will not be responsible or liable for any such changes or obligated to return any Lot premium.

5.6 Plan and Garage Orientation; Lot Utilities and Easements. Buyer understands the Home and garage orientation (i.e., left or right) may be built opposite of the floor plan or garage orientation shown in a brochure, on a website, or by a model 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 Lot. Seller will determine air conditioner locations, which may be different than the plot plans and marketing materials. Seller and/or utility companies may locate or relocate utilities and other neighborhood structures and improvements on the Lot, 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 any plans for the Property. Buyer accepts that the Lot may have some or all of these items. Prior to Closing, Seller reserves the right to grant utility, drainage and similar easements in or over the Lot customarily granted in the development of residential real estate projects.

6. COMMUNITY SALES AND DEVELOPMENT.

6.1 Seller's Right to Manage its Business and Respond to Market Conditions. Before or after Closing, with no obligation to Buyer, Seller may change prices, premiums, terms, features, options and concessions for any proposed or existing homes in the Community or any other community. Seller may change floor plans, sizes, elevations, options, designs and other characteristics of homes built in the Community. Seller may rent or lease homes in the Community. Buyer accepts that Seller may have sold or may hereafter sell lots or homes in the Community to other builders, to investors or to persons or companies which may use them for rental purposes. Seller has neither offered nor agreed to any price protection or other commitment to Buyer regarding the value or resale value of the Property (or any other property), and Seller will not have any obligation or liability whatsoever to Buyer if any price or home changes or changes in Seller's business directly or indirectly affect the value of the Property.

6.2 Development. Seller reserves the right 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 or its affiliates may annex into the Community additional lands not currently described in the Community Documents (defined below) or withdraw from the Community property currently described in the Community Documents. This annexation or withdrawal may or may not require the consent of certain owners of lots in the Community. 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 right to change zoning, land use or its development plans in the future. Buyer waives all claims, including claims for damages and costs, against Seller, its partners and other affiliates, and all of their respective officers, directors, shareholders, employees and agents as a result of any changes to the zoning, land use or development plans for the Community or for adjacent properties or for the annexation into or withdrawal of land from the Community.

6.3 Surrounding Land Uses, Community Services, and School and Taxing Districts. Any statement made or information provided by a representative of Seller concerning the present or future zoning, use or condition of land near the Lot or around the Community, concerning fire, ambulance, law enforcement, waste management, mail delivery or other services that may be available to the Community, or concerning schools, school boundaries, or taxing districts (or the current or future taxes or assessments or other costs associated with owning the Property) is based only on the limited information known to such person at the time of such statement or action. Mail service, the location of mailboxes (whether individually located in front of each home or clustered in groups) and the assignment of mailboxes are determined by the U.S. Postal Service. Buyer understands that such items may change and may affect the Lot, the Community or residents of the Community. Buyer confirms that prior to executing this Agreement, Buyer has reviewed such items with the applicable operators or owners of such land, the applicable governmental authorities or the applicable service providers 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 representative of Seller concerning any of the matters described above and Buyer releases Seller from all claims related to any of such matters.

6.4 City and Other Boundaries; Potential Annexation. If the Property is located outside the limits of a municipality, the Property may now or later be included in or annexed into the extraterritorial jurisdiction or city limits of a municipality. Each municipality or other governmental authority maintains a map that depicts its boundaries and areas of extraterritorial jurisdiction. Notwithstanding any statement made, or map or other information provided, by Seller or its representatives, Seller makes no representation or warranty to Buyer regarding the current or future boundaries of any municipality, county or other governmental authority. Buyer should contact all municipalities or other authorities located in the general proximity of the Property to determine if the Property is located within a municipality or other governmental entity's jurisdiction or is likely to be included or annexed into a municipality or other jurisdiction, and any costs as a consequence thereof.

6.5 Flooding and Flood Insurance. The U.S. Federal Emergency Management Agency (FEMA) publishes Flood Insurance Rate Maps designating special flood hazard areas or zones. FEMA flood maps, and flood maps and flooding related regulations issued by other governmental authorities, may change. Seller has no control over such flood maps, the designation of flood hazard areas or flooding related regulations, and Seller will have no liability or responsibility for any changes to same. Accordingly, Seller makes no representation or warranty whether a particular lot is or will be located inside or outside of a flood hazard area or impacted by new regulations. Whether the Property is located inside or outside of a flood hazard area is not a guarantee that it will or will not flood. Flooding can occur on any property, particularly property in flat or low-lying areas and in areas subject to hurricanes and torrential rain events. Seller recommends that Buyer consider obtaining flood insurance even if the Property may not be located in a special flood hazard area and even if flood insurance is not required by Buyer's lender. Buyer accepts the obligations and consequences of owning real property, including without limitation Buyer's responsibility to obtain flood insurance if Buyer desires financial protection from potential flooding. Buyer agrees that neither Seller nor any of its representatives have made, and Seller is not making, any representation or warranty regarding the present or future location of flood hazard or zone designations, regarding whether the Property or Community may flood, or regarding the need for or availability of flood insurance. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the flooding of the Property or the Community as a result of a major rain or storm event.

6.6 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot and other portions of the Community (collectively, "Mineral Rights") may have been previously reserved or conveyed to other persons, and the owners or lessees of such Mineral Rights may have various rights. However, such rights may be limited or restricted by municipal or other applicable laws, or certain rights of entry may have been released. Buyer agrees neither Seller nor any of its representatives has made any representation or warranty regarding Mineral Rights, whether any person can or may exercise any Mineral Rights, or the effect any water, oil, gas or mineral exploration or production may have on the Community or the Property. Buyer releases Seller, its affiliates and their employees from all claims, causes of action, damages, injuries and other liability arising out of or related to the Mineral Rights or any exercise thereof.

7. HOME CONSTRUCTION.

7.1 Build Quality Pre-Closing Orientation. When the Home is substantially complete, Buyer will have the opportunity to attend a "Build Quality Pre-Closing Orientation", which is a pre-closing meeting and walk-through of the Home. Seller will schedule the Build Quality Pre-Closing Orientation approximately two (2) to three (3) business days prior to Closing. Seller will make a reasonable effort to accommodate Buyer's schedule for such meeting, but Closing will not be delayed if Buyer is unable to participate. During the Build Quality Pre-Closing Orientation, Seller will orient Buyer with the operation of the Home and identify any construction items which remain to be completed. Seller's goal is to complete all remaining construction items before Closing, but that may or may not occur. The existence of remaining construction items at the time of Closing will not entitle Buyer to cancel this Agreement, delay Closing, withhold funds, or require an escrow of funds at Closing. After Closing, Seller will complete any remaining construction items as soon as reasonably practical, considering weather and other factors. Buyer will provide Seller with access to the Home during Seller's normal working hours after Closing to allow Seller to complete the remaining construction items. Buyer's failure to provide Seller with access or Buyer's refusal to allow Seller to complete any remaining construction items according to the method selected by Seller will relieve Seller from any further obligation to complete such remaining construction items and from any obligation therefor under the Home Warranty.

7.2 Construction Plans; Variances. At Closing, Seller will deliver the Home in substantial conformance with this Agreement, the Home Plan and Home Elevation identified in Section 2 above and the Home will contain the materials, fixtures and features described in the Features List for the Home. Notwithstanding anything to the contrary in this Agreement, Buyer understands variances from those plans may occur during construction for various reasons, including aesthetic reasons, to address field conditions, and to comply with building codes or other governmental requirements. Dimensions and area (square footage) measurements shown in advertisements, sales brochures and other marketing materials are approximations for illustrative purposes only. Accordingly, actual "as-built" dimensions and area (square footage) measurements may vary from those materials and the construction plans. Seller's detailed construction plans and specifications for the Home are proprietary and confidential and will remain Seller's property. Buyer is acquiring no rights in Seller's construction plans and specifications and Seller will be under no obligation to deliver them to, or review them with, Buyer.

7.3 Construction; Timing/Completion of the Home. This Agreement is a contract for the construction of a new home. Buyer agrees Buyer will be purchasing the Property at Closing as a completed home. Buyer will acquire no right, title or interest in or to the Property except the right and obligation to purchase the Property upon the Closing Date in accordance with the terms of this Agreement. Construction of the Home will begin and progress according to Seller's construction schedule, as determined by Seller. Buyer agrees Seller is not Buyer's contractor, the direction and supervision of trade contractors rests exclusively with Seller, and Buyer will not issue any instruction to, or otherwise interfere with, hinder, delay, or otherwise impede the construction or construction schedule of the Home. Buyer understands its failure to timely perform its obligations may delay the commencement or completion of the construction of the Home. Seller will use reasonable efforts to keep Buyer informed of its construction schedule but cannot guarantee any specific completion date or construction schedule except as set forth in this Agreement. Seller is not responsible for inconvenience, loss, expense or other consequences to Buyer resulting from delays in construction completion provided that the Home is completed within the time period set forth in this Section. Seller is not responsible for delays in the installation or service delays of telephone, cable television, 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 Section.

Buyer and Seller intend for this sale to be exempt from the Interstate Land Sales Full Disclosure Act by qualifying for the exemption provided by 15 U.S.C. Section 1702(a)(2), and nothing herein contained will be construed or operate, as to any obligation of Seller or right of Buyer, in a manner that would render such exemption inapplicable. Accordingly, Buyer and Seller authorize any court interpreting this Agreement to construe it liberally so that such exemption is available. Notwithstanding anything in this Agreement to the contrary, Seller will be obligated to complete the Home no later than two years after the date Buyer signs this Agreement, 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.

7.4 Fencing. Seller is not required to install fencing on the Lot unless Seller has agreed to install fencing in this Agreement. If fencing is included, Seller has the sole right to determine the location and extent of the fencing on the Lot. While Seller generally places fencing approximately on the property line, Seller and other builders sometimes place fencing in a different location because of governmental set back requirements, utility or other easements, existing trees, retaining walls or other reasons. If applicable, Buyer understands that maps, condominium plans, plot plans and site plans may not necessarily represent the actual location where fencing has been or will be located on the Lot. Unless Seller has expressly designated a specific fencing location as part of

this Agreement, fencing will be in the "as built" location, even if such location is different from the location shown on any maps, plot plans, site plans or permits. Buyer will be responsible for coordinating the maintenance of any fencing that is used as a common boundary fence with the owner of the adjoining lot.

7.5 No Buyer Alterations or Additions. Buyer will not make any alterations or additions to the Home or Lot prior to Closing, including, but not limited to, the alteration or addition of any equipment, wiring, appliances, wall coverings, sprinkler systems or paint. If Buyer violates this provision, Buyer will be in default under this Agreement and liable and responsible for all damages caused by and consequences of such alterations or additions, including time delays incurred by Seller in removing or correcting the alterations or additions. At Buyer's expense, Seller may remove or correct any such alterations or additions made by Buyer or Buyer's agents and destroy or dispose thereof without liability or compensation to Buyer.

7.6 Insulation. Where construction allows, insulation will be installed in the Home as follows:

Exterior Walls (except garage and other non-air conditioned areas):		
Type: <<Insulation/Exterior Wall type>>	Thickness: 1/2 inch	R-value: 4.1
Ceiling (except over garage and other non-air conditioned areas):		
Type: <<Insulation/Ceiling type>>	Thickness: 00	R-value: <<Insulation/ceiling R Value>>

Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated in certain areas where the design of the Home does not permit greater thickness. Examples of locations where thickness and R-value may vary include locations where studs are placed in walls, corners, windows, where roof trusses attach to outside walls, and in upper level ceilings above heated areas. 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. Minimum heat pump or air conditioner seasonal energy efficiency rating will be 14.

7.7 Energy Efficiency/Energy Costs. Seller makes no representation or warranty regarding the energy efficiency or energy costs of the Home, Consumer 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. Buyer acknowledges 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.

7.8 Environmental Notice/Disclosure. THE HOME AND ITS OCCUPANTS MAY BE EXPOSED TO VARIOUS ENVIRONMENTAL CONDITIONS IN OR NEAR THE HOME (INCLUDING, BUT NOT LIMITED TO, ELECTROMAGNETIC FIELDS FROM POWER LINES AND APPLIANCES, MOLD AND THE POSSIBILITY OF AIR, WATER, SOIL OR OTHER POLLUTION). FOR EXAMPLE, THE HOME IS CONSTRUCTED USING HUNDREDS OF NATURAL AND MAN-MADE MATERIALS WHICH COULD EXPOSE OCCUPANTS TO HARMFUL CHEMICALS, GASES AND ALLERGENS WHICH MAY AFFECT THEIR HEALTH. HARMFUL EMISSIONS (INCLUDING FORMALDEHYDE, PER- AND POLYFLUOROALKYL SUBSTANCES AND OTHER CHEMICALS) MAY BE PRODUCED FROM CARPETING, FLOORING, PRESSED WOOD PRODUCTS, INSULATION, PLASTICS, VARNISHES, GLUES AND OTHER BUILDING MATERIALS. ALSO, RADON IS A NATURALLY OCCURRING GAS WHICH EMANATES FROM CERTAIN SOILS THAT, WHEN IT ACCUMULATES IN HOMES, MAY PRESENT HEALTH RISKS. ONE OR MORE OF THESE ENVIRONMENTAL CONDITIONS MAY EXIST WITHIN OR AROUND THE HOME OR COMMUNITY. SELLER DOES NOT CLAIM ANY EXPERTISE CONCERNING SUCH CONDITIONS. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ABOUT ANY SUCH CONDITIONS, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE OR INJURY SUCH CONDITIONS MAY CAUSE TO THE HOME OR ITS OCCUPANTS. BUYER ASSUMES THE RISK OF THE PRESENCE OF THE ABOVE CONDITIONS WITHIN OR AROUND THE HOME OR COMMUNITY AND RELEASES SELLER, ITS AFFILIATES AND THEIR EMPLOYEES FROM ALL CLAIMS, CAUSES OF ACTION, DAMAGES, INJURIES AND OTHER LIABILITY ARISING OUT OF OR RELATED TO ANY OF THE ABOVE CONDITIONS. FOR ADDITIONAL INFORMATION, SELLER RECOMMENDS THAT BUYER CONTACT ITS LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR OTHER AVAILABLE SOURCES. BUYER WILL BE RESPONSIBLE, AT BUYER'S COST, TO ASCERTAIN WHETHER ANY OF THE ABOVE CONDITIONS MAY AFFECT THE HOME OR ITS OCCUPANTS AND, IF NECESSARY, TO TAKE APPROPRIATE REMEDIAL OR PROTECTIVE MEASURES.

7.9 Termites. Buyer is advised and acknowledges that during construction, Seller may utilize a termite treatment or barrier or combination of methods in an attempt to prevent termite infestation in the Home. Buyer is advised that current governmental regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites. Consequently, termites may appear following completion of the Home. Buyer is advised that disturbance of the soil around the Home's foundation stem wall can destroy the termite treatment barrier. Seller recommends that Buyer retain the services of a qualified pest control company to regularly (at least annually) inspect the Home and apply the appropriate termite treatments or measures to prevent termite infestation. Except and to the extent limited or prohibited by applicable law or FHA/VA regulations, Buyer waives all claims against Seller for damages, losses, costs and expenses in connection with the existence of termites at the Home or on the Property and Buyer agrees to be solely responsible for preventing or exterminating termites in or around the Home in such manner as Buyer may determine.

7.10 Landscaping/Drainage. Prior to Closing, the Lot will have been graded for proper water drainage in accordance with grading and drainage plans for the Community. Unless otherwise set forth in this Agreement, the Lot 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 (if that option is available), Buyer, after Closing, will install such landscaping within any required time period set forth in the Community Documents. At Closing, Seller will have no further responsibility for soil erosion, soil conditions, drainage or landscaping installed by Seller and Buyer will be solely responsible for all such matters (unless and to the extent of any landscaping warranty to be provided by Seller as described in this Agreement). Seller will not be liable or responsible for damages or other effects caused or contributed to by any change to the grading or drainage of the Lot made by Buyer or Buyer's contractor or landscaper. Unless set forth in this Agreement, Seller is providing no warranty with respect to landscaping and will have no liability for landscaping that dies or is damaged following Closing.

7.11 Construction Noise and Activities; Entry Gates. The Lot is part of a larger community in which other homebuilding and development activities are being or may be conducted. Those activities will cause noise, vibration, dust, mud, construction traffic and other potential inconveniences and nuisances in areas around the Lot. Seller will exercise reasonable control over those activities conducted by Seller, but Buyer agrees Seller will have no liability or responsibility to Buyer as a result of any of those activities or any resulting inconveniences or nuisances. If there are entry gates to the Community, such gates

may be open during development of the Community and there are no assurances regarding security or the effectiveness of such gates or that pedestrian or other access will be controlled.

7.12 Visits to the Construction Site and Assumption of Liability and Risk. Buyer understands that a construction site can be a dangerous place. Buyer and its visitors will not visit the Lot or any other construction site in the Community without permission and without a representative of Seller. Hard hats and closed toe shoes are required while visiting areas under construction. **Any entry to the Lot or any 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 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, or on any construction site at the Community at any and all times before and after Closing.**

7.13 Loss of Property. Seller will bear the risk of loss or damage to the Property (e.g., by fire or other casualty) until the earlier of the Closing Date or the time Buyer takes possession of the Property. If the Property is damaged prior to the earlier of the Closing Date or the time Buyer takes possession of the Property, Seller will repair the damage as Seller reasonably determines necessary. If Seller determines the Home has been totally destroyed, Seller will give Buyer written notice of such total destruction. Upon receipt of such notice, Buyer will have 10 days to provide Seller written notice of its election to either (i) terminate this Agreement and receive a refund of all Deposits paid, or (ii) have Seller restore the Property. If Buyer elects to have Seller restore the Property, the time for Seller to complete the Home will be extended, if permitted, in accordance with Section 7.3. If Buyer fails to timely deliver written notice to Seller of Buyer's election, Buyer will be deemed to have elected to terminate this Agreement and receive a refund of all Deposits paid. After the earlier of the Closing Date and the time Buyer takes possession of the Property, Buyer assumes and will bear all risk of loss or damage to the Property.

8. CLOSING.

8.1 Closing Agent. In the attached Financing Addendum, Buyer has selected the Closing Agent to provide title and settlement/closing services for the closing of the purchase and sale transaction contemplated by this Agreement (the "Closing").

8.2 Closing Time and Place. The Closing will occur through an escrow established with Closing Agent and will be held at the offices of Closing Agent unless otherwise provided in this Agreement or otherwise designated by Seller. The Closing will be held at the time and on the date (the "Closing Date") designated by Seller by providing at least seven (7) days prior written, electronic or oral notice to Buyer. The Closing will be held when the Home is substantially complete (*i.e.*, the Closing will be held even if some construction items remain to be completed) and, if applicable to the Home, a temporary or final certificate of occupancy or its local equivalent has been issued by the applicable governmental authority.

8.3 Seller Right to Extend Closing Date. Subject to Section 7.3, Seller will have the right to extend the Closing Date in order to substantially complete the construction of the Home, to complete any other construction item(s), to obtain a certificate of occupancy or similar permit, or as necessary to align with the schedules of other closings being handled by Seller or Closing Agent. Buyer understands any Closing Date provided to Buyer or set by Seller prior to the date the Home is substantially complete is only an estimated date and, due to uncertainties inherent in construction, is subject to change by Seller. Because the Closing Date may change, Buyer agrees to remain flexible regarding the Closing Date, including, without limitation, Buyer's moving schedule, notifications to landlords, the closing of any existing home, and interest rate changes and locks. Seller will have no liability to Buyer due to a delay or extension of the Closing Date regardless of the reason. Buyer agrees Seller will not be required to reimburse Buyer for any expenses (including temporary housing costs, rentals, interest rate changes or lock fees, storage, moving and travel expenses) related to any changes in the timing of construction of the Home and/or the Closing Date.

8.4 Closing Procedures. At Closing:

a. Seller will execute and deliver to Buyer a Special Warranty deed, subject to (i) taxes and assessments not yet due; (ii) the Community Documents and other restrictive covenants common to the Community; (iii) all matters affecting the Property shown on the recorded plat for the Community; (iv) water, oil, gas and mineral rights 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) applicable building and zoning codes and other laws of governmental authorities. The deed will be prepared by Seller or its designee and will be deemed acceptable to each party if it meets the requirements stated herein and complies with applicable law.

b. Buyer will deliver the Total Purchase Price and all other sums payable by Buyer pursuant to this Agreement. All sums due from Buyer at Closing must be paid by wire transfer or other immediately available funds acceptable to Seller and Closing Agent.

c. Seller and Buyer will each execute and deliver any notices, statements, certificates, affidavits and other documents as may be required by this Agreement or applicable law to consummate the Closing.

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 settlement statement or Closing Disclosure, as applicable. All funds to be disbursed to Seller shall be disbursed by wire transfer or other immediately available funds acceptable to Seller. Buyer and Seller authorize Closing Agent to execute and submit on their behalf any required affidavit of value and preliminary change of ownership report using the Total Purchase Price for the established value. Following the Closing, Closing Agent (or a separate title agent, if applicable) will issue or cause the issuance of an owner's policy of title insurance for the Property to Buyer, if purchased by Buyer.

8.5 Possession and Keys. Buyer will not have any equitable right in the Property or be entitled to possession of the Property until the complete consummation of the Closing and funding of the Total Purchase Price and all other costs payable pursuant to this Agreement. Except as otherwise required by law, keys to the Property will not be released and access will not be provided until all funds due from Buyer (including all loan proceeds from Buyer's lender) have been delivered to the Closing Agent and all conditions to closing and funding have been satisfied. Buyer understands loan funding may take several days after Buyer has executed loan documents.

8.6 Closing Costs. Buyer is responsible for paying, at or before Closing, (i) all costs related to the owner's policy of title insurance; (ii) the cost of a survey of the Property (or reimbursing Seller for that cost if Seller has already paid for the survey); (iii) all escrow fees and other charges of Closing Agent related to this transaction; (iv) all costs related to Buyer's mortgage loan or other financing, including but not limited to, application and origination fees, points, interest rate buy down costs, interest rate lock charges, prepaid interest, survey fees, 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) all recording fees and stamp, excise, documentary or other transfer fees or taxes; (vi) homeowner's association fees, (vii) Buyer's portion of the Closing prorations described in Section 8.7 below, and (viii) any other items described on the settlement statement or Closing Disclosure, as applicable, other than costs Seller has expressly agreed herein to pay (collectively, "Closing Costs").

8.7 Closing Prorations. All real estate taxes and assessments, dues and assessments under the Community Documents, utility charges, and other charges against the Property for the year of Closing will be prorated as of the Closing Date. The proration of real estate taxes and assessments will be based on the most recent tax bill issued prior to Closing. All prorations will be final and not subject to adjustment after Closing.

8.8 Closing Delay; Failure to Close. Buyer agrees the timely performance of its obligations to close on the scheduled Closing Date is an essential term of this Agreement. If Buyer fails to perform any of Buyer's obligations on or before the Closing Date, Buyer will be in default under this Agreement. Seller will be under no obligation to agree to delay the Closing Date. If Buyer asks to delay the Closing Date for any reason (including due to delays caused by Buyer's lender), and Seller agrees to same, then Buyer agrees to pay Seller an extension fee equal to \$250 times the number of days from the scheduled Closing Date until the extended Closing Date. Unless Seller agrees otherwise, the extension fee will be due upon Seller's agreement to extend the Closing Date and will not be credited toward the Total Purchase Price.

8.9 Agreement Not Contingent on Sale or Rental of Other Property. Unless expressly set forth otherwise in this Agreement or an addendum to this Agreement, this Agreement is not contingent upon the sale, closing or rental of Buyer's existing home or other property. If Buyer elects to apply for mortgage financing contingent on the sale or rental of Buyer's existing home or other property, Buyer does so at Buyer's own risk.

8.10 Water and Mineral Rights. Buyer understands water rights and interests in oil, gas and other minerals in, on or under the Lot may have been previously reserved or conveyed to other persons, including without limitation to Seller or companies affiliated with Seller. Seller has not made any representation or warranty to Buyer that the Property includes any water rights or interests in oil, gas or other minerals. If the ownership or prior reservation or conveyance of water or mineral rights is important to Buyer, Buyer is advised to research same further prior to entering into this Agreement.

8.11 Seller Paid Closing Costs. Unless otherwise instructed by Buyer and Seller in writing, to the extent this Agreement provides Seller will pay any Closing Costs or provide Buyer with an incentive or other funds Buyer may use to pay Closing Costs, Seller's funds will be applied to charges in the following order to the extent such funds are available:

- a. items Seller is legally required to pay pursuant to state or federal law;
- b. items Seller specifically has agreed to pay in this Agreement;
- c. "points and fees" as that term is defined in Title 12, section 1026.32(b)(1)(i) of the Code of Federal Regulations;
- d. "finance charges" as that term is defined in Title 12, section 1026.4 of the Code of Federal Regulations;
- e. items commonly and customarily paid by a seller in the local market; and
- f. other charges appearing on the settlement statement or Closing Disclosure, as applicable.

Nothing in this subsection creates an obligation by Seller to pay any Closing Costs.

9. WARRANTY.

9.1 Home Warranty. Seller warrants the Home against defects in workmanship and materials in accordance with Seller's New Home Limited Warranty and Performance Standards (collectively, the "**Home Warranty**"). Buyer acknowledges reviewing or having the opportunity to review the Home Warranty prior to executing this Agreement. Buyer agrees to the terms and conditions of the Home Warranty, all of which are incorporated herein by reference.

9.2 Disclaimer of Warranties for Consumer Products, Elevators, Solar System and Smart Home Components. Prior to Buyer's execution of this Agreement, a copy of the warranties for Consumer Products (defined below) in the Home and, if installed in the Home, any elevator, Solar System (as defined below) and Smart Home Components (as defined below), were made available to Buyer for Buyer's review. At or after Closing, Seller will deliver to Buyer the actual warranties for the Consumer Products in the Home and, if applicable, any elevator, Solar System, and Smart Home Components, to the extent such warranties exist. The term "**Consumer Products**" means all appliances, pieces of equipment, or other items installed in the Home that are consumer products for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Section 2301, et. seq.). See the Home Warranty for examples of Consumer Products. The term "**Solar System**" means all components of the solar energy system, including, without limitation, the solar panels, electrical inverter, wiring, mounting hardware and other related equipment. The term "**Smart Home Components**" means all hardware, software and other components of any computer network, data network or telecommunications network within the Home, whether wired or wireless, including, without limitation, modems, routers, access points and extenders, and any home automation devices, smart devices, remote controls, connected devices or other components connected to any such network (which may include, by way of example, but not limitation, smart thermostats or other climate control devices, lighting controls, garage door controllers, door locks, security system interfaces or controllers, speakers, smart speakers, voice controls and intelligent personal assistants). **Buyer understands Consumer Products, elevators, Solar Systems and Smart Home Components are excluded from coverage under the Home Warranty.** To the extent Seller has been issued a warranty from any manufacturer or installer of Consumer Products and any elevator, Solar System, or Smart Home Components installed in the Home, Seller assigns to Buyer, to the extent assignable and without recourse to Seller, Seller's rights in such warranties, if any. The assignment will be effective as of the Closing Date. Any rights that inure to a homeowner under a manufacturer's or installer's warranty are the obligation of the manufacturer or installer, as applicable. Seller does not assume any obligation of the manufacturer or installer resulting from a manufacturer's or installer's warranty. **Seller disclaims all representations and warranties of any kind, express or implied, relating to Consumer Products and any elevator, Solar System and Smart Home Components, including, without limitation, any representation or warranty regarding use, fitness of use, workmanship or quality.** Seller will not be liable for any damage to a Consumer Product or any elevator, Solar System or Smart Home Components or for any damage caused by a Consumer Product or any elevator, Solar System (including roof penetrations) or Smart Home Components. However, to the extent provided in the Home Warranty, Seller will be responsible for damage to the Consumer Product, elevator, Solar System or Smart Home Components caused by Seller's improper installation of such Consumer Product, elevator, Solar System or Smart Home Components or other act by Seller only if Seller's installation or other act caused such damage. Seller's disclaimer of representations and warranties does not limit or otherwise affect the warranty of any manufacturer or installer. If a Consumer Product, elevator, Solar System or Smart Home Component malfunctions or is otherwise defective, Buyer agrees to follow the procedures in the applicable manufacturer's or installer's warranty documents.

9.3 NO OTHER WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE HOME WARRANTY AND ANY LANDSCAPE WARRANTY EXPRESSLY PROVIDED BY THIS AGREEMENT, IF APPLICABLE, ALL WARRANTIES REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. THE HOME WARRANTY AND THE LANDSCAPE WARRANTY, IF APPLICABLE, ARE SUBSTITUTED IN PLACE OF ALL SUCH WARRANTIES. THIS MEANS THE HOME WARRANTY AND LANDSCAPE WARRANTY, IF APPLICABLE, ARE THE ONLY WARRANTIES THAT APPLY AND GOVERN 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 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 HOME WARRANTY. BUYER IS NOT WAIVING ANY WARRANTY APPLICABLE TO MATERIALS IN THE HOME THAT MAY BE PROVIDED DIRECTLY BY A MANUFACTURER.

9.4 Smart Home Components. Network performance in the Home, both wired and wireless, will vary due to differences in home design and construction, placement of furnishings and appliances, placement of network components, network usage, network configuration, number of users, types of uses and other conditions in the Home. Buyer will be responsible for arranging and paying all costs for internet service to the Home and determining Buyer's speed and data requirements, which may vary. Seller does not guarantee that any Smart Home Component or other network equipment will meet Buyer's particular needs. Buyer is solely responsible for configuring all Smart Home Components and network settings, including without limitation, security settings and features, and for securing any additional security equipment or service that Buyer may choose to use to secure Buyer's network. **SELLER DOES NOT REPRESENT OR WARRANT THAT ANY SMART HOME COMPONENT OR NETWORK DEVICE IS SECURE OR CAN PREVENT PRIVACY INTRUSIONS, MALWARE OR CYBER-ATTACKS, EVEN WHEN CORRECTLY CONFIGURED. SELLER IS NOT PROVIDING ANY GUARANTY OR WARRANTY FOR, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE PERFORMANCE, COVERAGE, SECURITY, PRIVACY AND OTHER ASPECTS OF ANY SMART HOME COMPONENT OR NETWORK DEVICES WITHIN THE HOME. THE INSTALLATION AND CONFIGURATION OF SMART HOME COMPONENTS MAY BE PERFORMED BY THIRD PARTIES AND NOT SELLER. SELLER DOES NOT GUARANTEE OR WARRANT THE INSTALLATION OF SMART HOME COMPONENTS OR ANY EQUIPMENT OR SERVICES PROVIDED BY THIRD PARTIES.**

9.5 Buyer's Maintenance Responsibility. Buyer will be solely responsible to perform routine general maintenance and repairs on the Home. Buyer's failure to maintain and repair the Home may reduce or negate warranty coverage under the Home Warranty.

9.6 Subsequent Owners. The Home Warranty automatically transfers to the subsequent owner of the Home upon the transfer of title to the Home. However, the transfer of the Home Warranty does not extend any warranty coverage period. Buyer agrees to provide a copy of the Home Warranty to a subsequent owner of the Home who purchases the Home from Buyer.

9.7 Subrogation. Buyer understands the Home Warranty is not a liability or other type of insurance policy, including a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If Buyer receives from an insurance company or any other party payment or repairs arising from a construction defect or otherwise relating to the Property, then to the fullest extent permitted by law, Buyer waives for itself and on behalf of anyone acquiring rights through Buyer, including, but not limited to, any insurance company or other party, all subrogation and other claims against Seller for such payments or repairs received by Buyer.

9.8 Harmless Deviations. Seller is obligated to deliver the Home constructed in substantial conformance with this Agreement and the Home Plan. However, the Home Warranty does not cover, Seller shall not be responsible or liable for, and Buyer waives and releases Seller from, any non-conformity with or deviation from plans, specifications, manufacturer's recommendations or building code requirements, unless it creates a covered defect under the Home Warranty that (a) results in actual physical damage to the Home or (b) presents an immediate threat to the health or safety of the occupants of the Home.

9.9 Heavy Furnishings and Equipment. Prior to moving or installing heavy furnishings, equipment or other items (which may include, without limitation, waterbeds, safes, exercise equipment, large fish tanks, pianos, pool tables and spas) into the Home, including any attic space, balcony or deck, Buyer should consult a structural engineer to confirm any heavy items will not damage, overload, or exceed the structural design of, the flooring system, stairs or other portions of the Home. Buyer should not overload any portion of the Home, including stairs, balconies and decks, by over occupancy (too many people). Seller will not be responsible for any damages, loss or injuries arising out of heavy items in, or over occupancy of, any part of the Home.

10. DEFAULT AND REMEDIES.

10.1 Buyer's Default. Buyer will be in default under this 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 Agreement; or (ii) breaches any covenant or agreement of Buyer or otherwise fails to perform any obligation of Buyer under this Agreement or any addendum hereto as and when due. In addition to any rights and remedies provided to Seller elsewhere in this Agreement, upon a default by Buyer under this Agreement, Seller may, at its sole discretion, terminate this Agreement by delivering written notice of termination to Buyer and thereupon:

- a. Seller will have no further obligation to Buyer under this 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 made by Buyer as liquidated damages to Seller as a result of Buyer's default.

The amount of liquidated damages is intended as a reasonable estimate of Seller's actual damages, and not as a penalty, resulting from Buyer's default due to the difficulty and uncertainty in estimating or ascertaining, as of the date Buyer signs this Agreement, the actual damages Seller may suffer from Buyer's default, which damages will include without limitation the cost of administering this Agreement and the cost to take the Property off the market while this Agreement remains in effect. In each instance where this Agreement permits Seller to receive Buyer's Deposits as liquidated damages, Buyer will be deemed to have waived all challenges to the enforceability of such provision. This waiver includes, without limitation, any contention that the liquidated damages provision constitutes an unenforceable penalty, or that the liquidated damages do not bear a reasonable relationship to Seller's actual damages.

Upon receiving Seller's notice of termination, Closing Agent will be entitled to rely on such notice, without further documentation or authorization of any kind, that this Agreement has been terminated, that Seller is entitled to receive all Deposits, and that Buyer has no further right, title, or interest in the Deposits or the Property. No party may bring an action against or seek damages from Closing Agent for, nor will Closing Agent be liable for, any action taken by Closing Agent in accordance with this subsection and the instructions herein. Buyer agrees Seller will not waive any right to terminate this Agreement or receive the Deposits due to a default by Buyer because Seller delays or fails to enforce such rights.

10.2 Seller's Default. Seller will be in default under this Agreement if Seller fails to perform any obligation of Seller under this Agreement or any addendum hereto as and when due. Upon a default by Seller, Buyer may, as Buyer's sole and exclusive remedies, (i) terminate this Agreement and, if the Closing has not occurred, receive a return of the Deposits paid by Buyer (together with interest earned thereon, if required by law), and/or (ii) seek recovery against Seller of Buyer's actual damages by filing an arbitration action as provided in Section 12 below. Buyer waives all rights to seek specific performance. Notwithstanding the above and except as provided in this subsection below, Seller will not be liable for any special, indirect, consequential or punitive damages, including, without limitation, any damages based on a claimed decrease in the value of the Property, even if Seller has been advised of the possibility of such damages. Any assertion of alleged defaults after Closing will be governed by, among other provisions, Sections 9 and 12. Notwithstanding any provision to the contrary in this Agreement, if Seller's default is based upon Seller's failure to complete the Home within the time period provided in Section 7.3 (Construction; Timing/Completion 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.

11. INFORMATION SHARING TO FACILITATE HOME SALE; THIRD PARTY SERVICES. Many companies besides the homebuilder are involved in the sale of a home, such as the community developer, title companies, lenders and HOA management companies. To facilitate the construction of the Home and sale of the Property to Buyer, Seller may share this Agreement and information contained in this Agreement, including Buyer's name and contact information, with Seller's affiliates and other third parties, which may include, without limitation, design and option center operators, the developer of the Community, title companies, escrow agents, lenders, HOA management companies and governmental authorities and their agents. Seller may also share

that information with companies that may offer goods and services to home buyers or may survey buyers about their experience in purchasing a home. Buyer agrees Seller may share such information as described above, and agrees those third parties may contact Buyer using Buyer's contact information to facilitate the Home purchase transaction or to offer their goods and services; but Buyer is under no obligation to purchase or receive any goods or services such parties may offer. Seller may receive referral fees or other compensation from such third parties where permitted by law. Seller is not responsible for the acts of any such parties or any promises, claims, products or services of such parties. More information regarding how Seller may use or share information pertaining to Buyer or this Agreement may be found at www.pulte.com/legal/privacy-policy.

12. ARBITRATION.

Agreement to Arbitrate Disputes

This Agreement provides that all Disputes (defined below) between Seller and Buyer will be resolved by BINDING ARBITRATION. This means both Seller and Buyer GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY to assert or defend rights under this Agreement (EXCEPT for matters that may be taken to SMALL CLAIMS COURT as provided below). Seller's and Buyer's rights will be determined by a NEUTRAL ARBITRATOR and NOT by a judge or jury. Seller and Buyer are entitled to a FAIR HEARING, but the arbitration procedures are simpler and more limited than the rules applicable in a court. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court. For more information, read the provisions regarding arbitration below, review the American Arbitration Association's Home Construction Arbitration Rules and related information at www.adr.org, call the American Arbitration Association at 1-800-778-7879, and consult an attorney if you so choose.

12.1 Agreement to Arbitrate Disputes. Seller prides itself on having many satisfied customers. However, if Seller and Buyer are unable to resolve a dispute relating to this Agreement or the Property, the parties believe it is best to have a fair and efficient way to resolve that dispute. Accordingly, Buyer and Seller agree that any controversy, claim or dispute that arises out of or is related to this Agreement or the Property (including without limitation any claims for breach of contract, death, personal injury, property damage, defective design or construction, negligence, misrepresentation and fraud), whether arising before or after Closing (collectively, "**Disputes**"), shall be resolved through binding arbitration. The arbitrator's decision shall be final and binding, subject to appeal as described below. Alternatively, if the Dispute does not exceed the maximum jurisdictional amount for a small claims court in the state where the Property is located, then Buyer or Seller may elect to have the Dispute resolved in a small claims court rather than by binding arbitration (however, any appeal of a small claims court judgment must be resolved through arbitration in accordance with this Section 12). Disputes subject to arbitration under the Home Warranty shall be arbitrated in accordance with the terms and conditions of the Home Warranty.

12.2 Applicable Law. The parties acknowledge this Agreement evidences a transaction involving interstate commerce because, among other reasons, this Agreement is for the construction of a home involving the incorporation of materials manufactured in states other than where the Property is located and interstate commerce was used to purchase and transport materials used in the construction. The Federal Arbitration Act (the "**FAA**") shall govern the interpretation and enforcement of this provision. The agreements in this Section 12 shall survive the termination of this Agreement, the Closing of the purchase of the Property and/or the default of either party. Even if a part of these arbitration provisions is determined to be unenforceable under applicable law, the remainder shall survive, and the parties shall remain obligated to resolve disputes through binding arbitration as set forth herein.

12.3 Arbitrator – American Arbitration Association. The arbitration shall be conducted before an arbitrator appointed by the American Arbitration Association (the "**AAA**"). If the AAA declines to arbitrate a dispute, or if the AAA is not available, the parties will agree to an alternative arbitrator, or have a court appoint a new arbitrator who meets the qualification criteria of an AAA-trained arbitrator. With respect to a Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitrator shall have at least ten years of construction arbitration experience.

12.4 Arbitration Rules. The arbitration shall proceed in accordance with the AAA's rules applicable to the Dispute. With respect to any portion of the Dispute pertaining to a construction issue that is not subject to arbitration under the Home Warranty, the arbitration shall proceed in accordance with the AAA's Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA's rules then most applicable to residential construction shall apply. However, Seller will be entitled to visually inspect and perform testing as to any component claimed to have a construction defect and no AAA rule shall apply if it is inconsistent with the provisions of this Agreement.

12.5 Additional Parties or Claims. Any Dispute involving claims against Seller's parent, subsidiaries, successor entities, future acquired entities or affiliated companies or any of their respective officers, directors, agents, employees, or representatives also shall be resolved through binding arbitration as set forth herein. Buyer and Seller agree that this arbitration agreement inures to the benefit of those parties. Further, either Buyer or Seller may join as a party to the arbitration any third party consultant, contractor, supplier, manufacturer, engineer, architect or other professional involved in the manufacture, design or construction of any part of the Property. Except as provided above, the parties agree that any arbitration shall be between only 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. Buyer waives the right to institute or participate in a class or any other type of representative arbitration or any type of legal action as a member or representative of a class for any Disputes and agrees the arbitrator is not authorized to permit any class or representative arbitration.

12.6 Arbitration Process. Buyer or Seller shall begin the arbitration process by filing a demand for arbitration with the AAA and serving a copy of the demand on the other party. The failure to initiate arbitration at any particular time shall not be considered a waiver of the right to compel arbitration of a Dispute. The only way this right to arbitrate claims may be waived is by a written agreement among the parties. To the extent not inconsistent with the FAA, all provisions of this paragraph are subject to the general qualification that state laws, requirements and rules, including, but not limited to, state filing limitations (such as statute of limitations and statutes of repose), may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

(a) **Step 1 – Filing a Request.** The party initiating arbitration must notify the AAA in writing of the request for arbitration under the terms of this Agreement. If Seller initiates arbitration, Seller will pay the AAA's filing fee. If Buyer initiates arbitration, Buyer will pay the lesser of 1/2 of the AAA filing fee or the amount provided by the AAA rules and Seller will pay the other 1/2 or remainder. All other AAA arbitration fees and costs shall be paid in accordance with the applicable AAA fee schedule.

(b) **Step 2 - Hearing.** The arbitration will be held at a location agreed to by the parties, usually in the metropolitan area where the Property is located. The hearing typically will be scheduled by the arbitrator at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies the AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date in the AAA's rules, if specified, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted into a written transcript. The costs of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy.

(c) **Step 3 - Award.** The arbitrator's award will decide the relief to be awarded and, if the Dispute relates to a construction issue that is not subject to arbitration under the Home Warranty, and if requested by a party, the scope and manner of correction. The arbitrator's award shall be consistent with this Agreement, based on applicable law (except to the extent the FAA overrides and preempts state, local or other law), and shall include findings of

fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. Each party shall bear its own attorney’s fees and expenses (including without limitation the costs and fees of any expert witnesses) in the arbitration, any confirmation proceeding and any appeal. Arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) shall not be subject to reallocation.

(i) **Appeal.** Each party shall have the right to appeal the arbitrator’s award to the AAA by filing a written notice with the AAA (with a copy to the other party) within 30 days of the date of the arbitrator’s award. The party appealing the award shall pay the fees necessary to initiate the appeal. If both sides appeal, the fees shall be split 50/50. The notice of appeal must include the specific items the party seeks to change in the award and the supporting facts and law. The appeal shall be heard by a panel of three arbitrators from the AAA. The appeal shall be conducted in accordance with the applicable rules of the AAA and provisions of this Section as if the claim was being initially filed with the AAA, except that: (i) the only issues to be determined on appeal are the issues described in the notice of appeal and any issues raised by the non-appealing party in response to the issues in the notice of appeal, (ii) the arbitrators’ award on appeal shall be final, binding and non-appealable, and (iii) no new evidence shall be accepted or considered by the arbitrators.

(ii) **Award after Appeal.** The award of the arbitrator shall be final, subject to appeal as provided above. If a notice of appeal from the initial hearing is not received by the AAA within 30 days after the date of the initial award, then the initial award shall be final. Once the award is final, it will be binding on and enforceable against the parties, except as modified, corrected, or vacated according to the applicable arbitration rules and procedures or to the extent not inconsistent with the FAA or applicable state law. Either party may present the final award to any court having jurisdiction over the Dispute to enter that award as a judgment of the court.

(d) **Step 4 - Repairs.** To the extent the award pertains to a construction issue that is not subject to arbitration under the Home Warranty and requires Seller to make repairs, then unless designated otherwise in the award (and unless appealed), Seller will, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or, at Seller’s option, pay Buyer the reasonable cost of such correction. If Seller elects to perform a correction under an award, Seller will complete the correction within 60 days after a final award or as may be specified by the arbitrator. If the correction cannot be completed in that time, the arbitrator must grant reasonable additional time to make the correction. If Buyer believes that the correction was not performed satisfactorily or in a timely manner, Buyer may have those issues determined in a later arbitration. If the cost of correction is not specified in the award and Seller elects to pay Buyer the reasonable cost of the correction, Buyer may have the amount of that payment reviewed in a later arbitration.

12.7 Expenses. Except as stated above, each party shall bear its own attorney’s fees and other expenses incurred in connection with a Dispute. However, if a party to this Agreement files a court action in violation of this Section 12 and the other party is required to compel arbitration by filing a motion with the court, the court shall award the moving party its court costs and reasonable attorneys’ fees incurred in connection with the motion.

Buyer’s Initials:						
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13. GENERAL.

13.1 Binding Agreement; Assignment. This Agreement is binding upon Buyer and Seller and their respective heirs, executors, administrators and successors. This Agreement may not be assigned by Buyer without the written consent of Seller. Any attempted assignment by Buyer without Seller’s written consent shall be of no force or effect.

13.2 Multiple Buyer Parties. If “Buyer” under this Agreement includes more than one person or entity, then each person signing as a Buyer party will be jointly and severally liable hereunder for the obligations and actions of each Buyer party. Seller will have the right to rely on the signature of any Buyer party as having the authority to bind all Buyer parties with respect to all matters relating to this Agreement. Any communication from a Buyer party, orally, electronically or in writing, will be binding on all Buyer parties. No Buyer party may use the failure of one or more Buyer parties to join in the execution of an amendment or other document as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.3 Notices. Except as otherwise set forth in this Agreement, all notices must be in writing and must be given by (a) hand delivery or courier service, (b) mail (registered, certified, or first class, with postage pre-paid), or (c) overnight delivery service, addressed to Buyer or Seller at the address for the applicable party in Section 1 of this Agreement. Notices sent by mail will be deemed to be given and received 3 days after deposit in a post office or official depository of the United States postal service. Notices sent by hand delivery, courier service or overnight delivery service will be deemed given and received upon actual or first attempted delivery of the notice. If “Buyer” under this Agreement includes more than one person or entity, then notice to any Buyer party will constitute notice to all Buyer parties.

13.4 Time of the Essence. Time is of the essence for every provision of this Agreement, including without limitation Buyer’s performance of all of Buyer’s obligations to close the purchase of the Property on the Closing Date.

13.5 Buyer’s Performance. Buyer understands that Seller will construct the Home using Seller’s standard construction and contract processes and procedures. Buyer agrees to: (i) make choices or take other actions required of Buyer under this Agreement within the indicated time frames; (ii) communicate with Seller’s designated representatives to perform certain aspects of this Agreement, such as Seller’s designated field manager, sales consultant, closing administrator or other representatives of Seller; (iii) not engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller’s personnel or contractors; (iv) communicate Buyer’s acceptance or approval of work which complies with this Agreement or the plans and specifications referenced herein; and (v) not take any action that impedes, obstructs or interferes with the performance of Seller under this Agreement. After Closing, if Buyer requests service under the Home Warranty, Buyer will provide Seller’s personnel and contractors with access to the Home during Seller’s normal working hours and cooperate with them during the process of investigating and, if applicable, correcting the warranty issue. If Buyer or other occupants of the Home impede, obstruct or interfere with the efforts of Seller’s personnel or contractors to provide warranty service, or engage in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller’s personnel or contractors, then Seller will be relieved from its obligation to provide such warranty service.

13.6 Agency. Seller’s sales consultants and other employees solely represent Seller. If Buyer has engaged any real estate agent, broker or other party to represent Buyer in this transaction, Buyer will be solely responsible for compensating such party, unless and to the extent Seller has agreed in writing to compensate such party.

13.7 Independent Contractors. Buyer understands Seller may refer Buyer to vendors or companies who provide real estate or other services designed to assist Buyer in purchasing or moving into the Home or with services related to the Home. Those companies are independent contractors and are not affiliated with Seller or its affiliates. Any warranties or representations for such services are warranties and representations given by the independent contractors only and not by Seller or its affiliates. Seller will not be responsible for the quality of any products or services provided by those companies.

13.8 Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday or federal holiday, then the final day of any such period or date of performance will be deemed to be the next day which is not a Saturday, Sunday or federal holiday.

13.9 No Investment Representation. None of Seller’s employees or representatives is authorized to make any representation regarding economic benefits to be derived from this transaction. Economic benefits to be derived from purchasing a home will vary depending upon many factors, including market conditions and individual circumstances. Buyer may not rely on any statement made by any employee or representative of Seller regarding economic benefits of buying a home, but should instead rely only upon Buyer’s own judgment and the advice of Buyer’s attorneys, accountants and other advisors.

13.10 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement. In lieu of any such illegal, invalid or unenforceable provision, there shall be deemed added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

13.11 Amendments; No Waiver. This Agreement may be amended or modified only by a written instrument executed by Buyer and an authorized agent of Seller (Buyer understands Sales Consultants and Field Managers are not authorized employees of Seller to execute amendments). Except as stated in this Agreement, no party shall be deemed to have waived any provision of this Agreement unless such waiver is stated in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of the Agreement shall not constitute a waiver of that provision or a waiver of a future breach of that or any other provision.

13.12 Governing Law/Venue. Any arbitration or litigation arising out of this Agreement shall be conducted in the state, county and city in which the Property is located and shall apply the law of the state in which the Property is located.

13.13 Counterparts; Electronic Execution. This Agreement may be executed in counterparts, all of which together will constitute this Agreement. This Agreement may be signed and transmitted electronically; an electronic or electronically transmitted signature of any person will be considered an original signature; and an electronic signature or copy hereof will have the same binding effect as an original signature on an original document. No party may raise the use of an electronic signature or the transmission of this Agreement by electronic means as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

13.14 No Recordation. Buyer may not record this Agreement, a memorandum of this Agreement, lis pendens or other notice of this Agreement in the real property or other public records of the jurisdiction in which the Property is located. Buyer agrees Seller will be entitled to an immediate court order removing or expunging any such instrument if recorded by or on behalf of Buyer and ordering Buyer to pay Seller all legal fees and expenses incurred by Seller to obtain such order. Buyer agrees this Agreement does not provide Buyer with an interest in real property and Buyer will have no such interest until Buyer completes the Closing in accordance with this Agreement.

14. COMMUNITY DOCUMENTS. The documents marked below are “Community Documents” that apply to the Property and have been provided to Buyer or made available for Buyer’s review prior to Buyer’s execution of this Agreement.

- | | |
|---|--|
| <input type="checkbox"/> Articles of Incorporation of Community/Homeowners Association | <input type="checkbox"/> Acknowledgment of Assessments |
| <input type="checkbox"/> Bylaws of Community/Homeowners Association | <input type="checkbox"/> Club Membership Documents |
| <input type="checkbox"/> Declaration of Covenants, Conditions and Restrictions for Community/Homeowners Association | <input type="checkbox"/> Design Guidelines |
| <input type="checkbox"/> Supplemental Declaration | <input type="checkbox"/> Golf Course Disclosure |
| <input type="checkbox"/> Condominium Declaration | <input type="checkbox"/> _____ |

Buyer’s Initials:						
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If documents marked above indicate the Property is subject to a declaration, indenture or covenants for a community, homeowners or condominium association (“Association”), then Buyer agrees that by accepting title to the Property Buyer will be obligated to be a member of the Association and agrees that Buyer and the Property will be subject to the bylaws, rules, restrictions, obligations, encumbrances and other terms and conditions contained in the Community Documents pertaining to the Association and in the Association’s other governing documents referred to in the Community Documents. Buyer understands the Association has the right to charge the owner of the Property for assessments and other charges as provided by the Association’s governing documents. Those charges may include, without limitation, transfer fees, resale certification fees, capitalization charges and reserve contributions. Certain charges may be due by Buyer at Closing.

15. ADDENDA. Buyer acknowledges that, prior to Buyer’s execution of this Agreement, Buyer received or Buyer had the opportunity to review, either physically or electronically, each of the documents marked below. Buyer approves each document marked below and agrees each is considered an “addendum” to this Agreement and is incorporated by reference into and made a part of this Agreement.

Required Addenda and Disclosures:	
<input checked="" type="checkbox"/> Affiliated Business Arrangement Disclosure (Mortgage)	<input checked="" type="checkbox"/> Financing Addendum
<input checked="" type="checkbox"/> Affiliated Business Arrangement Disclosure (Insurance)	<input checked="" type="checkbox"/> Floor Plan, Elevation and Features List for Home
<input checked="" type="checkbox"/> Affiliated Business Arrangement Disclosure (Title)	<input checked="" type="checkbox"/> Summary of Important Dates
<input checked="" type="checkbox"/> Affiliate Incentive Addendum	<input checked="" type="checkbox"/> Job Initiation Order/Change Order
<input checked="" type="checkbox"/> Beware of Cybercrimes	<input checked="" type="checkbox"/> Florida Addendum
Additional Addenda:	
<input type="checkbox"/> Acknowledgement of No Solicitation	<input type="checkbox"/> Model Home Sale Addendum
<input type="checkbox"/> Age Verification Addendum	<input type="checkbox"/> Nonresident Addendum – California Residents
<input type="checkbox"/> Cash Incentive Addendum	<input type="checkbox"/> Nonresident Addendum – New York Residents
<input type="checkbox"/> Cash Prepayment Discount Addendum	<input type="checkbox"/> Notice of Assumed Name
<input type="checkbox"/> Commission Agreement and Certification	<input type="checkbox"/> Radon Testing
<input type="checkbox"/> Community Disclosure Addendum	<input type="checkbox"/> Smart Home Components Addendum
<input type="checkbox"/> FHA Addendum	<input type="checkbox"/> Started/Completed Home Addendum
<input type="checkbox"/> Home Energy Ratings Addendum	<input type="checkbox"/> VA Addendum
<input type="checkbox"/> Home Equity Conversion Mortgage Amendment	<input type="checkbox"/> _____
<input type="checkbox"/> IRS 1031 Exchange	<input type="checkbox"/> _____

Buyer: _____
Address: _____
Lot: _____

HPA No. _____

HOME ENERGY RATINGS ADDENDUM

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

Seller utilizes The Home Energy Rating System (HERS)® Index Score to rate the as-designed floor plans of homes in many of its communities. According to Resnet, the lower the number, the more energy efficient the home. The HERS rating system was developed by the Residential Energy Services Network (“**RESNET**”). Using RESNET-approved computer software, an independent energy rater calculates a HERS Index Score of the Seller’s floor plans. In some cases, the energy rater may also calculate the estimated energy costs. Seller does not warrant or guarantee a specific HERS Index Score, nor does Seller guarantee that specific energy costs or savings may be achieved.

Buyer understands:

(i) a HERS Index Score of Seller’s floor plans are estimated at a specific point of time using a limited set of specific inputs, factors and assumptions, and Seller does not warrant or guarantee that the HERS Index Score will remain the same if tested, evaluated, measured or compared at any time after the original estimation, and Seller cautions Buyer that subsequent energy audits, if any, will demonstrate that energy ratings will vary over time;

(ii) the HERS Index Score assumes average residential use;

(iii) the estimated energy costs are not precise and Seller does not warrant or guarantee that any specific estimated energy or utility costs, savings, reductions, or percentage comparisons, or any other similar measurements, values or comparisons will be achieved or maintained by Buyer for the Home or for any appliances, features or fixtures within or outside the Home;

(iv) even if the Home is built as designed, Buyer’s actual energy and other utility costs will vary over time, and may vary substantially and will depend on a number of factors, including but not limited to personal utility usage preferences, the rates, fees and charges of local energy or other utility providers, energy conservation practices, daily activities, home maintenance practices, household size, use of appliances, lighting and internal climate control systems, the surrounding climate and weather conditions, and many other variable factors;

(v) energy conservation practices are a key component in saving energy costs and that home furnishings and accessories, including window coverings (or lack thereof) will affect the costs to heat and/or cool the Home; and

(vi) energy costs may increase as the heating, ventilation and air conditioning equipment in the Home ages and that energy costs will increase if the heating and cooling equipment in the Home is not well maintained.

Seller reserves the right to modify or vary features as requested or approved by a governmental entity. Information regarding the energy efficiency ratings, if any, should not be used as the sole source of information when making purchasing decisions, investment decisions or tax decisions, or when executing other binding agreements.

For more information about RESNET or HERS ratings, see: <http://www.resnet.us/home-energy-ratings>.



Buyer: _____
Address: _____
Lot: _____

HPA No. _____

FLORIDA ADDENDUM

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

1. **Disclosure Summary.** Buyer acknowledges that prior to the execution of the Agreement he or she has received a Disclosure Summary as required by Florida Statutes, Section 720.401. A copy of the Disclosure Summary is incorporated by reference herein and is attached hereto as **Exhibit "A"**. **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

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

2. **Chapter 558 Notice of Claim.** Pursuant to Section 558.005, Florida Statutes:

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

3. **Notice to Buyer of Right to Have Deposit Funds Placed in Escrow Account.** Pursuant to Section 501.1375, Florida Statute, Seller is required to place the Deposit in an interest bearing escrow account unless: (i) Buyer consents to allow Seller to use the Deposit rather than place it in an interest bearing escrow account; or (ii) Seller obtains a master surety bond from a licensed bonding company protecting Buyer against default by Seller. The master surety bond is intended to guaranty that Buyer's Deposit will be returned to Buyer if this Agreement is terminated and Seller is obligated to return the Deposit to Buyer but fails to do so. The following notice is required pursuant to Section 501.1375, Florida Statutes:

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

Florida law also provides that if Buyer declines to consent to Seller's use of the Deposit, Seller has the right to charge the Buyer the cost of the premium for the master surety bond and Seller may then use the Deposit without Buyer's consent. Seller has obtained a master surety bond that is held by PGP Title of Florida, Inc. ("PGP Title"), and intends to use the Deposit rather than placing it in an interest bearing escrow account. Therefore, Buyer may elect to consent to Seller's use of the Deposit without the requirement of the master surety bond, in which case Buyer will not be assessed any portion of the bond premium and the Deposit will not be covered by the bond in the event of default by Seller. In the alternative, Buyer may elect to be covered by the master surety bond, in which case Buyer will be assessed a portion of the bond premium in the amount of Fifty Dollars (\$50) which shall be charged to Buyer at Closing, and the Deposit will be covered by the bond in the event of default by Seller. Buyer acknowledges that in no event will the Deposit be placed in an interest bearing escrow account.

BY SIGNING THIS FLORIDA ADDENDUM, BUYER HEREBY WAIVES THE RIGHT TO HAVE THE DEPOSIT ESCROWED. BUYER AGREES TO MAKE ALL DEPOSIT PAYMENTS DIRECTLY TO SELLER IN ACCORDANCE WITH SECTION 3 OF THE AGREEMENT.

Buyer covered by master surety bond;
\$50 allocated share of bond premium

Buyer waives master surety bond;
no allocated share of bond premium

4. **Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes:

"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 HEALTH DEPARTMENT.

Seller further disclaims and Buyer waives any warranties, express or implied, that could be construed to cover the presence of radon or other environmental pollutants. The only warranty Seller provides to Buyer is found in Section 9 of the Agreement, entitled "Warranty".

5. **Energy-Efficiency Disclosure.** Pursuant to Section 553.996, Florida Statutes, Buyer hereby acknowledges receipt of a copy of the information 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 of the Home, a copy of which is attached hereto as **Exhibit "B"**. 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 utilizing the display card attached hereto as **Exhibit "C"**. 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 Agreement is not contingent upon Buyer approving same.

6. **Sinkhole Exclusion.** Certain areas of Florida have experienced "sinkhole" soil settlement activity. Seller has consulted with soil engineers about the potential for sinkhole development in the area, and it has been advised that no soil study or investigation can offer any guarantee that sinkholes will not develop on a specific parcel of land. Seller has also been informed that soil engineers can conduct testing and exploration of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Seller assumes no responsibility to make any tests; however, Seller will permit the Buyer to do so, at the Buyer's expense, if the Buyer so desires. Seller makes no warranties or representations, express or implied, about the existing or future soil conditions on the Lot. Seller expressly disclaims any liability of any type for any damages whether direct or indirect, or consequential, which the Property may suffer because of settlement, sinking or collapse of the earth on the Lot.

7. **Florida Homeowners' Construction Recovery Fund.** Pursuant to Section 489.1425, Florida Statutes:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

**Phone: (850) 921-6593/1940 North Monroe Street
Tallahassee, FL 32399-2215**

8. **Property Tax Disclosure.** Pursuant to Section 689.261, Florida Statutes:

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

9. **Marital Status.** Buyer's marital status to be included on the Deed under this Agreement shall be:

Legally Married Single

[USE IF APPLICABLE]

10. **Community Development District Disclosure.**

THE _____ COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Dated: _____

BUYER:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

EXHIBIT "A"

DISCLOSURE SUMMARY FOR

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, BUYER WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. BUYER WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____. BUYER WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
4. BUYER MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. BUYER'S FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON BUYER'S PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND AS A PROSPECTIVE BUYER, BUYER SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

EXHIBIT "B"

ENERGY EFFICIENCY RATING BROCHURE 553.996



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.

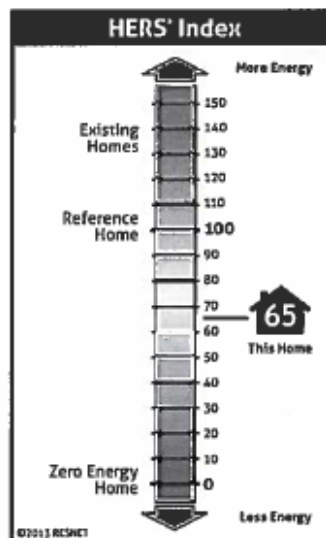


EXHIBIT "B" (continued)

ENERGY EFFICIENCY RATING BROCHURE 553.996

Beyond a home energy rating, how can you reduce your energy use and save money?

That's easy. While the design and construction of your home, and the efficiency of its appliances and equipment, control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

Florida's program parallels national activities.

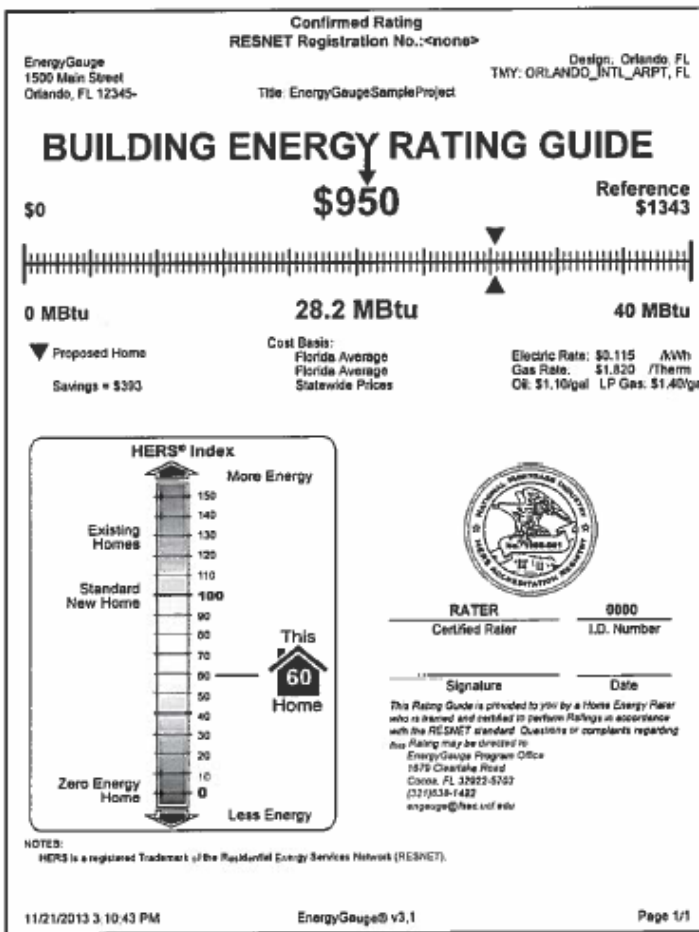
The Residential Energy Services Network (RESNET) sets the national standards for the Home Energy Rating System (HERS), and the Florida Solar Energy Center's Energy Gauge system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1422, or visit our Web site at www.floridaenergycenter.org.

Who does Energy Ratings?

It is important to note that only Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their



certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary state-wide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60. Modifications were made by the Legislature in 2013.



The EnergyGauge® Program Building Energy Rating System

1679 Clearlake Road
Cocoa, Florida 32922-5703
Phone: 321-638-1422
Fax: 321-638-1010
E-Mail: info@energygauge.com
www.floridaenergycenter.org

EXHIBIT "C"

ENERGY EFFICIENCY DISPLAY CARD 553.9085

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 | |
| d. Log | R= _____ | Point System Method only) | |
| e. Other _____ | R= _____ | a. Ceiling fans | _____ |
| 10. Ceiling types, Insulation level | | b. Cross ventilation | _____ |
| a. Under attic | R= _____ | c. Whole house fan | _____ |
| b. Single assembly | R= _____ | d. Multizone cooling credit | _____ |
| c. Knee walls/skylight walls | R= _____ | e. Multizone heating credit | _____ |
| d. Radiant barrier installed | R= _____ | f. Programmable thermostat | _____ |

*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 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.

Builder Signature: _____ Date: _____

Address of New Home: _____ City/FL Zip: _____

EXHIBIT "D"

[OPTIONAL PROVISION TO BE ADDED TO FLORIDA ADDENDUM (NON-CONDOMINIUM), IF APPLICABLE.]

This section _____ DOES apply. This section _____ DOES NOT apply.

Special Districts. Notice and Disclosure of Community Development District and Obligation for Payment of Assessments.

1. Notice and Disclosure. A Community Development District is established for implementing and maintaining certain benefits and infrastructure improvements in _____ is located within the boundaries of such a Community Development District. Bonds have been or will be issued by the See Community District (the "District") for improvements to be constructed in _____ including without limitation, certain roads and rights-of-ways; central irrigation quality (IQ) water lines; the sanitary sewer system; potable water system; the surface water drainage and management system; wetlands and conservation or preservation areas, and other improvements permitted, including but not limited to, under Chapter 190 or Chapter 298, Florida Statutes, as may be amended from time to time.

2. Obligation to Pay Non-Ad Valorem Assessments. This Notice and Disclosure is to inform those individuals or entities owning or purchasing real property within _____, as amended from time to time, that the Property will be subject to, and the owners of same will be obligated to pay, the non-ad valorem assessments that may be levied and assessed by the District against property owners. Seller estimates that, as of the date of the Agreement, the annual non-ad valorem assessment due by each owner to the District should be approximately \$_____per annum, and will be due and payable for a period of _____ (____) years. Annual operating and maintenance assessments for the District shall continue beyond this _____ year period. Buyer acknowledges that upon purchasing the Property, Buyer shall be responsible for payment of any such non-ad valorem assessments as shall be levied by the District, and that such assessments are subject to change depending upon the District's budget and projected costs for maintenance or improvements in _____.

A copy of this Notice and Disclosure will be executed by the parties hereto at Closing. The District's non- ad valorem assessments will be assessed for the purpose of paying such maintenance and debt obligations as will be incurred by the District for the construction and maintenance of public improvements within its jurisdiction. The District's non-ad valorem assessment will appear as a separate and distinct line item on the _____County Tax Collector's annual real estate tax bill and will be required to be paid directly to the _____County Tax Collector. In the event that the District's non-ad valorem assessment is not paid by the owner, the owner's Property may be subject to the same collection provisions of the Florida Statutes as apply to ad valorem taxes.

[IF APPLICABLE] Seller does not control the District and the figures provided herein are based upon estimates provided by the District.

Buyer Signature

Date

Buyer Signature

Date

Buyer Signature

Date

Buyer: _____
Lot: _____
Address: _____

HPA No. _____

FINANCING ADDENDUM

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

1. **PAYMENT.** Buyer elects to pay the Total Purchase Price as follows (*choose one*):

Cash - Buyer will pay cash for the Property. Within 5 business days of a request by Seller, Buyer agrees to provide Seller evidence that Buyer will have the cash required to Close the purchase of the Property on the date Seller reasonably anticipates that Closing will occur.

Mortgage Loan - Buyer will obtain the following type of mortgage loan for the Property (*choose one*):

CONV

FHA

VA

2. **LENDER.** If Buyer has selected above that Buyer will obtain a mortgage loan, then Buyer selects the following lender from which Buyer will seek a loan (*choose one*):

Pulte Mortgage - Seller encourages buyers to use Seller’s affiliated mortgage company, Pulte Mortgage, LLC (“**Pulte Mortgage**”). Seller’s experience has shown that using Pulte Mortgage enables a smooth and timely closing. Buyer acknowledges that Seller disclosed to Buyer that (i) Pulte Mortgage is a company affiliated with Seller, (ii) Buyer is not obligated to use Pulte Mortgage, although Seller may offer certain incentives to Buyer if Buyer chooses to use Pulte Mortgage to finance the purchase of the Property, and (iii) Buyer is entitled to choose a lender of Buyer’s own selection. By checking this box, Buyer authorizes Seller to share Buyer’s information with Pulte Mortgage so Pulte Mortgage may provide financing information to Buyer. Buyer may change his or her mind at any time and withdraw Buyer’s consent for Seller to share Buyer’s information with Pulte Mortgage by providing notice as follows which will be effective 5 business days after receipt:

MAIL: Pulte Opt Out, P.O. Box 5278, Denver, CO 80217-5278; or

EMAIL: privacy@pulte.com

Please include “Pulte Opt Out” in the subject line of your email. Please include your name, contact information and the “HPA No.” (appears in the upper right hand corner of this page) in your mail or email notice.

Other lender (provide information below):

Name:

Address:

Phone/Email:

Contact Person:

3. **LOAN APPLICATION AND APPROVAL.** If Buyer has selected above that Buyer will obtain a mortgage loan, then Buyer shall apply for a loan and seek loan approval as follows:

a. **Loan Application.** Within 3 days after the date Buyer executes this Addendum, Buyer shall submit an application to Buyer’s lender selected above for any loans desired by Buyer (collectively, the “**Loan Application**”). Buyer agrees to provide Buyer’s lender with all supporting documentation requested by the lender within 3 days after such request.

b. **Notice of Conditional Loan Approval.** Buyer shall use good faith efforts to obtain as soon as possible a written statement from Buyer’s lender stating Buyer has been approved for a loan in the amount requested by Buyer pursuant to the Loan Application and specifying all conditions necessary for the lender to fund the loan (“**Notice of Conditional Loan Approval**”). Buyer shall promptly deliver or have its lender deliver a copy of the Notice of Conditional Loan Approval to Seller. Buyer authorizes its mortgage lenders and/or mortgage brokers to disclose to Seller and Closing Agent information and documents regarding the progress, status and conditions of the Loan Application and Notice of Conditional Loan Approval.

c. **No Loan Approval; Right to Terminate.** If Buyer is unable to obtain a Notice of Conditional Loan Approval and Buyer is not in default under the Agreement or this Addendum, then Buyer may terminate the Agreement by delivering notice thereof to Seller and the Deposits (excluding any nonrefundable Deposits for options or upgrades) will be returned to Buyer. However, once Buyer obtains a Notice of Conditional Loan Approval, Buyer will no longer have any right to terminate the Agreement or receive a return of the Deposits pursuant to the preceding sentence, even if (a) Buyer is subsequently unable to satisfy any conditions necessary for the lender to fund the loan, (b) Buyer is unable to obtain final loan approval, or (c) Buyer elects to terminate Buyer’s loan application prior to Closing or otherwise chooses for any reason not to proceed with the closing of Buyer’s loan.

d. **Loan Approval Deadline.** If Buyer has not delivered a Notice of Conditional Loan Approval to Seller on or before the date 30 Days days after the date of Buyer’s execution of the Agreement (“**Loan Approval Deadline**”), then, at any time thereafter, Seller may (a) terminate the Agreement by delivering written notice thereof to Buyer, or (b) deliver to Buyer a notice of financing deficiency (“**Financing Deficiency Notice**”). If Seller delivers a Financing Deficiency Notice to Buyer, Buyer shall have 3 business days after Buyer’s receipt thereof in which to provide Seller with (i) a Notice of Conditional Loan Approval, or (ii) written notice of Buyer’s election to terminate the Agreement. If Seller terminates the Agreement as provided in clause (a) above or Buyer terminates the Agreement as provided in clause (ii) above, then the Agreement will terminate immediately upon receipt of such party’s notice of termination, Seller will be released from any further liability or obligation related to the Agreement, and, provided Buyer is not in default under the Agreement, Seller shall refund the Deposits (excluding any nonrefundable Deposits for options or upgrades) paid by Buyer. If Buyer fails to timely respond to the Financing Deficiency Notice by acting as set forth in clauses (i) or (ii) above, then (x) Buyer will no longer have any right to terminate the Agreement as described in clause (ii) above or

any right to receive a return of the Deposits pursuant to the preceding sentence, and (y) at any time prior to Buyer delivering a Notice of Conditional Loan Approval to Seller, Seller may declare Buyer in default under the Agreement.

- e. **No Adverse Action.** Buyer agrees to diligently pursue the satisfaction of all conditions set forth in the Notice of Conditional Loan Approval and agrees to maintain the validity of the Notice of Conditional Loan Approval from the date obtained by Buyer until the Closing. Further, Buyer agrees not to take any action (or fail to act) the consequence of which might adversely affect Buyer's Loan Application or Notice of Conditional Loan Approval, or delay Closing. At any time after the Loan Approval Deadline, Seller may request that Buyer provide Seller reasonable proof that Buyer's Notice of Conditional Loan Approval remains valid so that Buyer will be able to obtain the loan(s) on the date Seller reasonably anticipates that the Closing will occur (e.g., a letter from Buyer's lender). Buyer shall provide Seller such proof within 5 business days of Seller's request.
 - f. **Buyer's Obligation to Notify Seller.** Within 3 days after receipt thereof, Buyer shall provide Seller a copy of any correspondence from Buyer's lender that (i) 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 substantially impairs Buyer's ability to perform under the Agreement, within 3 days of Buyer becoming aware of such reason.
 - g. **Seller Not Providing Loan.** Buyer acknowledges that Seller is not a lender, does not provide mortgage loans, and has not agreed to provide Buyer with a loan. Buyer agrees that neither Seller nor any employee or agent of Seller has made any agreement or representation, or given Buyer any assurance, that Buyer will be eligible for, qualify for, or receive, a loan, a particular interest rate, or any particular loan term. Buyer shall rely only upon loan information provided to Buyer by Buyer's lender and Buyer understands that all loan terms and other arrangements pertaining to any loan financing will be solely between Buyer and Buyer's lender. This Addendum does not constitute a loan application, a loan approval or a loan commitment by Seller or any lender. Unless otherwise specified in the Agreement or required by applicable law, Buyer will be responsible for all costs and fees related to Buyer's financing.
 - h. **Changing Lender/Loan Program.** Buyer acknowledges a change of lender or loan terms may result in a delay of Closing, which may subject Buyer to the rights and remedies of Seller as provided in Sections 8.8 and 10.1 of the Agreement.
 - i. **Interest Rate Lock.** Buyer understands interest rates fluctuate according to market conditions. If Buyer desires to lock in an interest rate, it is Buyer's responsibility to obtain an interest rate lock from Buyer's lender.
 - j. **Appraised Value 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, upgrades or premiums. 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. **TITLE AND SETTLEMENT/CLOSING SERVICES.** Seller encourages buyers to use Seller's preferred closing agent/title company/settlement provider, PGP Title of Florida, Inc., a Florida corporation dba PGP Title ("PGP"), as the closing agent to provide title and settlement/closing services. Seller's experience has shown that using PGP Title of Florida, Inc., a Florida corporation dba PGP Title ("PGP") enables a smooth and timely closing. Buyer is not obligated to use PGP Title of Florida, Inc., a Florida corporation dba PGP Title ("PGP") and is entitled to choose a closing agent of Buyer's own selection.

Buyer selects the following person or company to be the "Closing Agent" under the Agreement (*choose one*):

PGP Title of Florida, Inc., a Florida corporation dba PGP Title ("PGP")
 Address: 4901 Vineland Road, Suite 400 Orlando, FL 32811
 Phone/Email: 407-661-2150 / ppgnfl@titlemail.com
 Contact Person:

Other title/settlement/closing company (provide information below):
 Name:
 Address:
 Phone/Email:
 Contact Person:

The Closing Agent selected by Buyer shall provide title services and coordinate the Closing, including issuing to Buyer or causing the issuance to Buyer at Closing of an owner's title insurance policy for the Property. Buyer may contact the Closing Agent to select the company that will underwrite the owner's policy of title insurance for the Property.

Dated: _____

BUYER:

	Date		Date
	Date		Date
	Date		Date

Buyer: _____
 Address: _____
 Lot: _____

HPA No. _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
PGP Title of Florida, Inc. dba PGP Title

Seller/Owner: Pulte Home Company, LLC

Buyer: _____

The purpose of this Disclosure Statement is to provide Buyer notice that Pulte Home Company, LLC (“**Seller**”) has a business relationship with PGP Title, Inc. (“**PGP**”) and Premier Land Title Insurance Company (“**Premier**”). Seller, PGP and Premier are all wholly owned affiliates of PulteGroup, Inc. Because of these relationships, this referral may provide Seller a financial or other benefit.

PGP provides escrow and other services. Premier provides title insurance and other services. Set forth below is an estimated range of charges for the settlement services listed. Buyer is NOT required to use PGP and/or Premier as a condition for the purchase of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. BUYER IS FREE TO SHOP AROUND TO DETERMINE THAT BUYER IS RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Settlement Service</u>	<u>Estimated Range of Charges</u>
Owner Policy of Title Insurance*	\$5.75 per thousand to \$100,000.00 \$5.00 per thousand \$100,000.00 to \$1,000,000.00 \$2.50 per thousand \$1,000,000.00 to \$5,000,000.00
Loan Policy of Title Insurance**	\$25.00**
FL OIR Title Policy Surcharge	\$3.28
Title Endorsements/Supplemental Coverage***	\$25.00 - \$600.00***
Abstract or Title Search Fees	\$75.00 - \$125.00
Settlement Fee (includes Delivery Services/Handling/ Administrative and Wire Fees)	\$350 - \$650
Recording Fees (per document; Deed, Mortgage)	\$10.00 for the first page; \$8.50 per page thereafter
Documentary Tax Stamp	
Deed	<i>varies by county</i>
Mortgage Note	<i>varies by county</i>
Intangible Tax Stamp – Mortgage	<i>varies by county</i>

- * Policy premiums for title insurance are regulated by the Florida Department of Financial Services and are determined by the purchase price of the property. A schedule of premium rates is available upon request.
- ** This fee represents the additional premium for a Loan Policy of Title Insurance when it is issued simultaneously with an Owner Policy of Title Insurance. If issued separately, the premium for a Loan Policy of Title Insurance is calculated in the same manner as the Owner Policy of Title Insurance and is based on the loan amount.
- *** This range of fees represents the additional premium for endorsement and supplemental coverages typically requested by lenders. The owner may also request additional coverages and premium would be charged in accordance with the promulgated rates determined by the Florida Department of Financial Services.

NOTE: This Disclosure Statement sets forth an estimate of only those charges which may be charged to Buyer in connection with the purchase and/or financing the purchase of the Property. These estimates include charges for services such as title search, title examination, title insurance premiums, and final issuance of policy(ies). These estimates may be revised if unusual circumstances occur, unusual risks are “insured over,” and/or the lender requires special endorsements which extend their title insurance coverage.

This Disclosure is provided to Buyer(s) pursuant to 24 CFR Section 3500.

ACKNOWLEDGEMENT: Buyer has read this Disclosure Statement and understands that Seller is referring Buyer to purchase the settlement service described above from Agency and that Seller may receive a financial or other benefit as the result of this referral.

Dated: _____

BUYER:

	Date		Date
	Date		Date

Buyer: _____
Address: _____
Lot: _____

HPA No. _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
Pulte Mortgage LLC dba Pulte Mortgage

Seller/Owner: Pulte Home Company, LLC

Buyer: _____

The purpose of this Disclosure Statement is to provide you notice that Pulte Home Company, LLC (“**Seller**”) has a business relationship with Pulte Mortgage LLC dba Pulte Mortgage (“**Pulte Mortgage**”). Seller and Pulte Mortgage are both wholly owned affiliates of PulteGroup, Inc. Because of this relationship, this referral may provide Seller a financial or other benefit.

Pulte Mortgage offers a broad array of loans, allowing applicants numerous options for program terms, rates, and costs. Set forth below are the estimated charges by Pulte Mortgage for the loans that Close. Buyer is NOT required to use Pulte Mortgage as a condition for the purchase of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICE. BUYER IS FREE TO SHOP AROUND TO DETERMINE THAT BUYER IS RECEIVING THE BEST SERVICE AND THE BEST RATE FOR THESE SERVICES.

<u>Settlement Service</u>	<u>Estimated Range of Charges</u>
Origination Fee	-0%- to 1.5% of Loan Amount
Discount Points	-0%- to 5 points
Underwriting Fee	\$695
Adveres Market Fee	0 to .25% of Loan Amount
Application Fee	\$300 - \$500
Second Mortgage Fee	TBD
Credit Report Fee	\$88.14
Appraisal Fee	\$300 - \$500
Tax Service Fee	\$58 - \$100
Final Inspection or Lender Certification Fee	\$0 - \$300
Processing Fee	\$695
Flood Certificate	\$15 - \$25
MERS Registration	\$11.95
Bond Program Participation Fee	\$75.00 - \$275.00
Bond Program Funding Fee	\$125.00 - \$250.00
Mortgage Credit Certificate Issurance Fee	\$500.00

This Disclosure is provided to Buyer(s) pursuant to 24 CFR Section 3500.

ACKNOWLEDGEMENT: Buyer has read this Disclosure Statement, and understands that Seller is referring Buyer to purchase the settlement service described above from Pulte Mortgage and that Seller may receive a financial or other benefit as the result of this referral.

Dated: _____

BUYER:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Buyer: _____
Address: _____
Lot: _____

HPA No. _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
Homeowners' Insurance

Seller/Owner: Pulte Home Company, LLC

Buyer: _____

The purpose of this Disclosure Statement is to provide Buyer notice that Pulte Home Company, LLC ("**Seller**") has a business relationship with Pulte Insurance Agency, Inc. (the "**Agency**"). Seller and Agency are both wholly owned affiliates of PulteGroup, Inc. Because of this relationship, this referral may provide Seller a financial or other benefit.

The Agency is an insurance agent which provides, among other products, homeowner's and flood insurance. Buyer may receive an insurance quote on the Property from the Agency. Set forth below is an estimated charge or range of charges for the settlement services listed. Buyer is NOT required to use Agency as a condition for the purchase of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. BUYER IS FREE TO SHOP AROUND TO DETERMINE THAT BUYER IS RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Settlement Service</u>	<u>Estimated Range of Charges - Annual Premium</u>
Homeowner's Insurance	.2% - 2.5% of Home Price
Flood Insurance	.1% - 1.0% of Home Price

ACKNOWLEDGEMENT: Buyer has read this Disclosure Statement and understands that Seller is referring Buyer to purchase the above-described settlement services from Agency and that Seller may receive a financial or other benefit as a result of this referral.

Dated: _____

BUYER:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Buyer: _____
Address: _____
Lot _____

HPA No. _____

RADON TESTING

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

If Buyer desires to conduct radon testing in the Home before Closing, Seller agrees to permit Buyer's testing agent access to the Home for testing purposes. Buyer must request the appointment with Seller for testing at least 5 business days prior to the desired testing date. Buyer's designated testing agent must perform the test within 10 business days after Buyer signs this Agreement, or if the Home is not yet constructed, within 5 days after Seller has advised Buyer that construction of the Home is complete. Seller's designated representative shall accompany Buyer's testing agent and shall monitor the test. The test shall be conducted at Buyer's sole expense. Buyer shall have 5 calendar days after the test is conducted to review the results and deliver written notice of unsatisfactory results to Seller. Failure to conduct the radon test or deliver written notice of unsatisfactory results within the time allowed shall be deemed an automatic waiver of any unsatisfactory results and the closing credit referenced below will not be paid to Buyer.

The results of the radon testing will be deemed satisfactory if the radon level is below 4 pCi/l. If the test result is unsatisfactory, Buyer shall submit a copy of the test results to Seller along with written notice of unsatisfactory results. Upon receipt of the notice and test results, Seller shall issue a closing credit to Buyer in the amount of \$500.00 to offset Buyer's radon mitigation expenses. Buyer may not use the results of testing to delay Closing or to terminate the Agreement. **BUYER MAY NOT ENTER THE PROPERTY TO PERFORM ANY RADON MITIGATION UNTIL AFTER CLOSING.**

Buyer acknowledges that Seller is not an expert in radon and, therefore, Seller will not: (1) provide Buyer any advice regarding safe levels of radon, (2) conduct radon testing or mitigation, (3) recommend radon testing methods or mitigation techniques, (4) recommend companies to perform radon testing or mitigation or (5) estimate the cost of testing or mitigation.

Buyer hereby releases and holds Seller harmless and agrees to indemnify Seller against any and all claims relating to the existence of radon in 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 THE HOME OR ITS OCCUPANTS.

Dated: _____

BUYER:

	Date		Date
	Date		Date
	Date		Date

Buyer: _____
 Address: _____
 Lot: _____

HPA No. _____

SUMMARY OF IMPORTANT DATES

This is a summary of certain important dates and obligations contained in the Home Purchase Agreement dated _____ (the “**Agreement**”) between Buyer and Seller for the Property referenced above. Each capitalized term used but not defined in this summary has the meaning given to that term in the Agreement. If there is a conflict between the terms of this summary and the Agreement, the Agreement will prevail.

Buyer acknowledges that some of the key obligations and deadlines of Buyer contained in the Agreement are summarized below and agrees to comply with each obligation by taking the required action by the applicable due date.

Obligation/Action Required	Due Date	Calendar Date¹
Initial Earnest Money - Buyer to deliver initial earnest money deposit (Section 3.2).	On the date Buyer signs Agreement	
Loan Application - Buyer to submit Loan Application to Buyer’s lender (Financing Addendum).	Within 3 days after Buyer signs Agreement	
Loan Approval - Buyer to deliver “Notice of Loan Approval” to Seller (Financing Addendum).	Within 30 Days days after Buyer signs Agreement	
Evidence of Cash Availability [<i>Cash buyer only</i>] - Buyer to provide Seller with evidence Buyer will have cash required to Close the purchase of the Property (Financing Addendum).	Within 5 business days after Seller’s request	
Option Selections (Section 5.1) <ul style="list-style-type: none"> • For a home to be constructed, Buyer to make final selections of all color choices and non-structural options and upgrades. 	Within 30 Days after Buyer signs Agreement	
<ul style="list-style-type: none"> • If Buyer is purchasing a partially completed home, Buyer to make option selections (to the extent option selections are available). 	Within 7 days after Buyer signs Agreement	
<ul style="list-style-type: none"> • If Buyer is purchasing a completed home, no option selections will be available. 	N/A	
Option Deposits – Buyer to deliver additional Deposits for options/upgrades selected by Buyer (Section 5.1)	At time of option selection	N/A
Home Completion/Closing – Buyer must close the purchase of the Property on the Closing Date scheduled by Seller following substantial completion of the Home or as otherwise provided in the Agreement (Sections 8.2, 8.3 & 8.8).* * Seller encourages Buyer to contact its Sales Consultant for periodic updates on the status of construction. Notwithstanding Seller’s estimate of substantial completion or any updates provided, Buyer understands actual completion and Closing may be prior to or after those estimated dates due to uncertainties in timing inherent in construction and factors outside Seller’s control, such as weather, labor scheduling, supply delays, and municipal inspection schedules. Please see Section 8.3 of the Agreement.	Seller estimates the Home will be substantially completed and the Closing will occur during the following time period:	

¹ The column above titled “Calendar Date” is provided as a courtesy for Buyer to use to fill in and track the calendar dates of the due dates for Buyer’s obligations set forth above. Accordingly, that column may be blank prior to and following the parties’ execution of the Agreement and this summary. If any calendar date or other information inserted in that column conflicts with the due date for an obligation specified in the Agreement, the due date in the Agreement shall control.

Dated: _____

BUYER:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Buyer: _____
Address: _____
Lot: _____

HPA No. _____

COMMUNITY DISCLOSURE ADDENDUM

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

1. Community Documents. All lots in Windsor Island Resort (the “Community”) are subject to the Declaration of Covenants, Conditions and Restrictions for Windsor Island Resort and Articles of Incorporation and Bylaws of Windsor Island Resort Homeowners Association, Inc. (the “Association”). These instruments subject the lots to the jurisdiction of the Association and the assessments and restrictions as imposed therein. An Architectural Review Committee (“Committee”) that functions as part of the Association has been established to provide a system of review for the construction or modification of all improvements within the property. No improvements, alterations or modifications to the property shall be commenced without prior written approval of the Committee. This includes but is not limited to any signs, exterior painting, fences, walls, pools, screened enclosures, landscaping, walkways, swing-sets, play equipment, satellite dishes, any other yard apparatus or building additions, modifications or alterations to structure or site including grading and excavation.

It is your responsibility to obtain Committee approval for any improvements, alterations or modifications to your property. The procedure for approval will require you to contact the management company for the Association for the instructions to submit required documents.

IT IS YOUR FURTHER RESPONSIBILITY TO READ THE ASSOCIATION DOCUMENTS CAREFULLY AND BE AWARE OF THE SPECIFIC RESTRICTIONS ON THE USES OF THE PROPERTY, ASSESSMENTS, MAINTENANCE OF EASEMENTS, AND ALL THAT PERTAINS TO YOUR PROPERTY AND THE COMMUNITY AS A WHOLE.

2. SHORT TERM RENTAL DISCLOSURE/NO INDUCEMENT REGARDING ECONOMIC BENEFIT. THE WINDSOR ISLAND RESORT COMMUNITY IS PERMITTED TO CONTAIN AND DOES CONTAIN HOMES THAT ARE MARKETED, SOLD, AND RESOLD TO INDIVIDUALS AND GROUPS THAT RENT OR LEASE SUCH HOMES ON A SHORT-TERM BASIS.

THE TERM “SHORT-TERM RENTAL” IS DEFINED AS A DWELLING UNIT OR GROUP OF DWELLING UNITS MADE AVAILABLE TO THE PUBLIC MORE THAN THREE (3) TIMES PER YEAR FOR OCCUPANCY FOR PERIODS OF FEWER THAN THIRTY (30) CONSECUTIVE DAYS OR ONE CALENDAR MONTH AT A TIME, WHICHEVER IS LESS.

THE COMMUNITY CAN BE USED ONLY FOR TRANSIENT OCCUPANCY AS A SHORT-TERM RENTAL, WITH ANY USE OR OCCUPANCY, INCLUDING OCCUPANCY BY BUYER, LESSEES, GUESTS, LICENSEES, ETC., BEING LIMITED TO (I) PERIODS OF TIME OF FEWER THAN THIRTY (30) CONSECUTIVE DAYS OR ONE CALENDAR MONTH AT A TIME, WHICHEVER IS LESS, AND (II) NO MORE THAN THIRTY (30) DAYS IN ONE CALENDAR YEAR.

NOTICE TO PROSPECTIVE PURCHASERS: UNITS IN THE COMMUNITY ARE NOT ELIGIBLE FOR A HOMESTEAD STATUS WITH RESPECT TO AD VALOREM REAL ESTATE TAXES.

Buyer acknowledges that neither Seller, nor its employees, sales staff, or any other party has induced Buyer to enter into this Agreement with any promise of economic benefits available from renting the Home after the purchase of the Property. Seller prohibits any statements or representations about potential rental income or the investment value of any unit. Buyer has no obligation to participate in or enter into any rental pool or agreement that may be available. Buyer acknowledges that Seller has advised Buyer, and Buyer understands, that Seller is not affiliated with any real estate brokers or management companies involved with short-term rental programs in the Community. Outside real estate brokers are not agents of Seller. Nothing contained in this Agreement and no act by Seller or any outside broker shall be construed to create or evidence a partnership, agency or joint venture relationship between the parties. The undersigned hereby acknowledges that they understand the potential impacts on the Community resulting from such short-term rentals.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER ASSUMES NO LIABILITY TO BUYER OR THEIR SUCCESSORS OR ASSIGNS IN CONNECTION WITH THE SHORT-TERM RENTALS IN THE COMMUNITY, AND BUYER HEREBY RELEASES AND DISCHARGES SELLER FROM ANY AND ALL LIABILITY FROM SUCH SHORT-TERM RENTALS.

BUYER'S ACKNOWLEDGMENT

Buyer acknowledges, warrants, represents, and agrees that this Agreement is being entered into by Buyer without reliance on any representations concerning any potential for future profit, any rental income potential, tax advantages, depreciation, appreciation or investment potential and without reliance upon any monetary financial advantages. Buyer acknowledges and agrees that no such representations have been made by Seller, or any of its employees, sales staff or representatives.

3. ACTION REQUIRED BY BUYER TO AVOID PAYING INCREASED EDUCATIONAL SYSTEM IMPACT FEES. IN ORDER FOR THE PROPERTY TO CONTINUE TO QUALIFY FOR REDUCED EDUCATIONAL SYSTEM IMPACT FEES IN ACCORDANCE WITH SECTION 8.7-13 OF THE POLK COUNTY IMPACT FEE ORDINANCE, POLK COUNTY REQUIRES BUYER TO OBTAIN AND SUBMIT TO POLK COUNTY, ON AN ANNUAL ON-GOING BASIS BY NOVEMBER 15 OF EACH YEAR, A SEPARATE BUSINESS TAX RECEIPT FOR EACH UNIT IN THE COMMUNITY OWNED BY BUYER. BUYER IS ALSO REQUIRED TO

PROVIDE A COPY OF THE BUSINESS TAX RECEIPT TO THE ASSOCIATION. FAILURE TO OBTAIN AND MAINTAIN THE BUSINESS TAX RECEIPT WILL MAKE THE BUYER'S UNIT SUBJECT TO THE EDUCATIONAL SYSTEM IMPACT FEES PAYABLE TO THE COUNTY AT THE THEN CURRENT RATE OF IMPOSITION OF SAME AS PROMULGATED BY POLK COUNTY. AT ANY TIME, POLK COUNTY MAY REQUEST A CURRENT BUSINESS TAX LICENSE FOR BUYER'S UNIT, AND WITHIN 20 DAYS OF POLK COUNTY'S REQUEST, BUYER IS REQUIRED TO PROVIDE A COPY OF THE BUSINESS TAX RECEIPT OR PAY THE EDUCATIONAL SYSTEM IMPACT FEES THEN DUE. ADDITIONALLY, THE COUNTY MAY IMPOSE A YEARLY ADMINISTRATIVE PROCESSING FEE AS FORTH BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS FOR REVIEW OF THE BUSINESS TAX LICENSE RECEIPT SUBMITTED BY BUYER.

4. PERMANENT RESIDENCY PROHIBITED. FOR A PERIOD OF NO LESS THAN THIRTY (30) YEARS FROM JUNE 12, 2020, NO PERSON SHALL RESIDE AS PERMANENT RESIDENTS IN ANY DWELLING UNIT IN THE COMMUNITY.

5. Association Assessments and Charges. Buyer shall pay Assessments, payable to the Association, prorated for the month in which the Closing occurs (based on the then current assessments at the time of Closing). Assessments will be established, though at this time have not been set. Buyer understands that the estimated operating budget for Association is only an estimate of what it will cost to run Association. The Association may make changes in the budget at any time to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of this Section, those changes will not give Buyer any right to cancel the Agreement. Buyer acknowledges that among other charges provided for in the Community Documents, an Initial Contribution will be established, though at this time have not been set. Buyer acknowledges that upon closing of the Home, Buyer shall pay to the Association the Initial Contribution, which shall not be credited against Assessments due from Buyer.

6. Gated Community Disclosure. Windsor Island Resort is a "gated" community with private streets. Please refer to the Gated Community Disclosure Addendum for additional information.

7. Pipeline Disclosure. A natural gas pipeline and related facilities and equipment (the "Pipeline") may be located within, adjacent to or nearby the Community. Sabal Trail Transmission, LLC an interstate pipeline company ("Sabal Trail") provided notice to Seller that it is developing a natural gas pipeline expansion project crossing the states of Alabama, Georgia, and Florida. The Federal Energy Regulatory Commission ("FREC") regulates the interstate transmission of natural gas and plays a key role in the development of interstate natural gas pipeline projects. FREC assigned Docket No. PF14-1-000 to the Sabal Trail Project, and this reference number can be used to follow updates on the Pipeline on FREC's website, www.frec.gov. For persons unable to access FREC's website, requests for information about the FREC process may be submitted to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426. You may also contact Sabal Trail directly at 400 Colonial Center Parkway, Suite 300, Lake Mary, Florida, 32746, or 1-888-596-7732. If you are concerned about the Pipeline, you should investigate the Pipeline before entering into an agreement to purchase the Property. Seller makes no representation or warranty about the Pipeline, about the existence, absence or degree of any noise, dust, vibration, odors, traffic, dangers or other nuisances or issues that may be caused by or result from the Pipeline or the present or future uses of the property on which the Pipeline may be located. Buyer agrees that Buyer accepts the Property and is satisfied with the Property and the existence of the Pipeline near the Property. Buyer acknowledges this disclosure and releases Seller, its affiliates, and the Association, and their respective directors, officers, and agents from any and all claims relating to and/or associated with the Pipeline.

8. Drainage/Water Management Access Easement Disclosure. Your lot may be subject to a drainage easement. The easement location is shown on the subdivision plat and will also be shown on your final survey if your property is subject to a drainage access easement. The easement is required because an element of the master drainage system may be located within the boundaries of your lot. These include inlets, storm water drainage lines, ditches, lakes, ponds, and/or swales. These elements are important parts of the overall drainage system for your subdivision. The drainage system will be maintained by the Association, the Water Management District or the appropriate entity. By purchasing this lot and signing below, you acknowledge and agree not to alter this area and grant access to maintenance personnel as necessary if your lot is subject to the easement. Your lot may be subject to a water management access easement. This easement location is shown on the Plat and your final survey if your property is subject to a water management access easement. This easement gives the Water Management District the right to enter onto that part of your lot covered by the easement, if any, and allow their personnel a way to inspect drainage improvements on your lot or on neighboring lots in order to assure that this part of the drainage system has been properly constructed and maintained. By purchasing the Property and signing below, you acknowledge and agree not to alter this area and grant access to maintenance personnel as necessary if your lot is subject to the easement.

9. Buffer/Landscape Easement Disclosure. Your lot may be subject to a buffer easement. The easement location is shown on the Plat and will also be shown on your final survey if your property is subject to a buffer easement. The easement is required because earthen berms and/or landscaping will be installed in the easement area. The buffer easement will be maintained by the Association or other appropriate entity. By purchasing this lot and signing below, you acknowledge and agree not to alter this area and grant access to maintenance personnel as necessary if your lot is subject to the easement. Buyer acknowledges that (a) portions of their lot may be adjacent to a community landscape buffer; (b) these areas may be lit and there may be noise associated with the maintenance of these areas and (c) the parks and common areas will be property of the Association and or Association will be responsible for all maintenance activities in these areas.

10. Commercial Parcel. Buyer acknowledges there is or may be noise, lighting, traffic, etc., associated with the current use of the adjacent property as a commercial parcel. Despite the current use of the adjoining property, the plans may change, the property could be rezoned or repurposed, and no particular use is assured now or in the future. Seller makes no representations whatsoever regarding the current or future use of the adjoining property.

11. Access; Gates, Private Streets. The Community is gated with private streets, which are owned and maintained by the Association. The currently planned entrance will be gated with mechanical swing gates. Access will be granted by either a call box system or gate attendant. Gates may be open until the Community is substantially complete. Gates are designed as traffic control devices to limit access only during certain hours of operation and are not intended to represent that the Community is a secure environment. Gates will be owned, maintained, and controlled by the Association.

12. General. SELLER MAKES NO REPRESENTATIONS WHATSOEVER WITH REGARD TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF THE SURROUNDING PROPERTIES OR WHAT MIGHT EVENTUALLY BE CONSTRUCTED UPON ANY OF THE SURROUNDING PROPERTIES, IF ANYTHING. THE CURRENT ZONING DESIGNATIONS OF ALL SURROUNDING PROPERTIES CAN BE RESEARCHED AT THE PLANNING AND ZONING OFFICES OF POLK COUNTY. IF THE CURRENT AND/OR

POTENTIAL FUTURE DEVELOPMENT AND/OR USES OF THESE PROPERTIES ARE IMPORTANT TO BUYER'S DECISION TO PURCHASE A HOME IN THE COMMUNITY, BUYER SHOULD PERFORM AN INDEPENDENT INVESTIGATION. BUYER AGREES THAT SELLER SHALL HAVE NOT OBLIGATION OR LIABILITY TO BUYER AS TO THE CURRENT OR FUTURE DEVELOPMENT OR USE OF ANY OF PROPERTY SURROUNDING THE COMMUNITY.

13. Proximity of Schools. Citrus Ridge Academy and Westside Elementary School (K-8) are in close proximity to the Community. Buyer acknowledges there is or may be noise, lighting, traffic, etc., associated with the location of these schools.

14. Views. Future development and construction activities can and will modify the view from home sites. Trees and other foliage may be added or removed. Additional housing and other improvements will be added. Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Home because future development and construction activities will modify views from home sites.

15. Long Term Development. BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development, and sales activities will occur after Buyer occupies the Home. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sale offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances on the active time of the Community model homes.

16. Pedestrian Path Disclosure. Buyer acknowledges that (a) there may be a pedestrian path located adjacent to their Lot; (b) the concrete path is for use by the general public within the Community, and (c) the pedestrian path will be property of the Association, and the Association will be responsible for maintenance.

17. Park/Common Area Disclosure. Buyer acknowledges that (a) portions of their Lot may be adjacent to a community park or common area; (b) these areas may be lit and there may be noise associated with these areas; (c) these areas will be accessible to all residents within the Community; and (d) the parks and common areas will be property of the Association, and the Association will be responsible for maintenance and operating hours.

18. Trash Collection and Trash Compactors. Trash should be placed in bags in trash bins and will be collected by a third-party vendor employed by the Association on a predetermined schedule. No trash collection will occur on Sunday. The cost of trash collection is included on Buyer's monthly HOA assessments. Buyer acknowledges that there will be onsite trash compactors in the Community, and these compactors may contain periodic traffic, noise, odor, and attract wildlife.

19. Wildlife. By acceptance of a deed, each owner acknowledges that the common areas may contain wildlife, which includes, but is not limited to, insects, alligators, coyotes, raccoons, birds of prey, snakes, ducks, deer, swine, turkeys, bears, and foxes. Declarant and the association shall have no responsibility for monitoring such wildlife or notifying owners or other persons of the presence of such wildlife. Each owner or lessees and his or her immediate family members, guests, and invitees are responsible for their own safety.

20. Water Treatment Facility. Buyer acknowledges that there is a water treatment facility adjacent to the Community, and there may be associated traffic, noise, lighting, odor, etc. Despite the current use of the adjoining property, the plans may change, the property could be rezoned or repurposed, and no particular use is assured now or in the future. Seller makes no representations whatsoever regarding current or future use of the adjoining property.

21. No Mailboxes. No mailboxes or routine daily mail delivery to individuals dwelling units is allowed.

Dated: _____

BUYER:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Buyer: _____
Address: _____
Lot: _____

HPA No. _____

ACKNOWLEDGMENT OF NO SOLICITATION

The undersigned Buyer (whether one or more) acknowledges Pulte Home Company, LLC (“**Seller**”) has advised Buyer that homes in _____ may not be currently approved for sale to residents of some states who visit the community in response to advertisements or other communications delivered within their particular home state, depending on that state’s laws. Buyer acknowledges and confirms Buyer did not contact Seller about this community or visit this community in response to a solicitation (i.e., contact by telephone, mail, email or otherwise) sent or made to Buyer in Buyer’s home state by Seller or any of its employees, brokers or agents.

Seller has provided general information to Buyer regarding this community in reliance upon the statements contained above.

Dated: _____

BUYER:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Buyer: _____
 Address: _____
 Lot: _____

HPA No. _____

AUTHORIZATION TO RECEIVE HOMEOWNERS' INSURANCE QUOTE

Applicant(s): _____ _____ _____	Seller: Pulte Home Company, LLC 4901 Vineland Road, Suite 500 , Orlando, FL 32811
Primary phone: _____ Secondary phone: _____ Email: _____	HPA Date: _____ HPA No.: _____ Sales Consultant: _____
Property: Address: _____, _____ _____, _____ _____	Home information: Property type: _____ Plan: _____ Square Footage: _____ Total Price: _____ Est. Closing Date: _____
Community: _____	

Homeowners' insurance is one of the items that every new homeowner needs to consider as part of the home buying process. In many instances, homeowners' insurance is required in order to obtain a mortgage. In other instances, it is just the prudent thing to do to protect your largest investment.

Pulte Insurance Agency, Inc. ("Pulte Insurance") is an affiliate of Seller and is available to offer our homebuyers the opportunity to receive a free, no obligation homeowners' insurance quote. You may contact Pulte Insurance as follows:

Pulte Insurance Agency, Inc.
 Phone: 888-214-9899
 PulteInsuranceAgency@InsuranceMail.com

Please select one of the options below.

Yes, I would like to have a Pulte Insurance representative contact me at the home and/or mobile telephone numbers listed above or by mail or email, and provide me with a free no obligation homeowner's insurance quote. I agree to allow Seller to send my information to Pulte Insurance in order that it may provide a quote. I may change my mind at any time and withdraw my consent for Seller to share my information with Pulte Insurance by providing notice to Pulte Mortgage, LLC at the following address which will be effective 5 business days after receipt:

MAIL: Pulte Opt Out, P.O. Box 5278, Denver, CO 80217-5278; or
EMAIL: privacy@pulte.com

Please include "Pulte Opt Out" in the subject line of your email. Please include the "HPA No." (which appears in the upper right hand corner of this page), as well as your name and contact information in your mail or email notice.

No, thank you. I do not wish to share my information to receive a free no obligation homeowners' insurance quote from Pulte Insurance.

Dated: _____

BUYER:

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

Buyer: John Edward Smith Jr., Maggie Smith
 Address: 13200 Candence Drive
 Lot: 1.-1 or 1.-120, etc.
 Vidallia Springs

HPA No. HB002427.

PREFERRED LENDER INCENTIVE ADDENDUM

This Addendum amends and supplements that Home Purchase Agreement dated 2/20/2005 (the “**Agreement**”) between Buyer and Seller for the Property referenced above. Each capitalized term used but not defined in this Addendum has the meaning given to that term in the Agreement. If there is a conflict between the terms of this Addendum and the Agreement, this Addendum will prevail.

HOW TO GET THE “PREFERRED LENDER INCENTIVE”: To take advantage of Seller’s Preferred Lender Incentive program, Buyer must do each of the following:

- Finalize all color selections and options 30 Days after the date Buyer signs the Agreement and do not make any changes, additions or deletions thereafter.
- Deliver to one of the Preferred Lenders and Loan Officers (listed below) a completed loan application for a loan within 3 days after the date Buyer signs the Agreement.
- Submit any additional information requested by the Preferred Lender in connection with the loan or the Closing within 3 days after the date requested.
- Close the purchase of the Home by financing the purchase of the Home with the Preferred Lender as either the lender or broker for the loan transaction.

Lender	Name	Address	Phone #	Email
FBC Mortgage	Matt Andre	300 Colonial Center Parkway Ste. 134 Lake Mary, FL 32746	407-377-0276	mandre@fbchomeloans.com
New American Funding	Miguel Mouriz	4901 Vineland Road Ste. 120 Orlando, FL 32811	407-538-3700	miguel.m@nafinc.com
Caliber Home Loans	John Massimino	151 SouthHall Lane Ste. 170 Maitland, FL 32751	321-207-8806	john.massimino@caliberhomeloans.com
Cardinal Financial Company, LP	Luiz Damiao Desiree Paz	333 NE 24 th Street Ste. 311 Miami, FL 33137	786-999-2227 407-704-0960	luiz.damiao@cardinalfinancial.com desiree.paz@cardinalfinancial.com
BBVA Compass Bank	Lisa Knight Ana Nascimento Yvonne Pujols Debbie Dougheny	111 N. Magnolia Avenue 13th Floor, Ste. 1300 Orlando, FL 32801	407-797-4015 407-453-8073 407-484-9383 352-367-5102	lisa.knight@bbva.com ana.nascimento@bbva.com yvonne.pujols@bbva.com debbie.dougheny@bbva.com
Skybridge Credit	Yanping Jiang	7208 W. Sand Lake Road Ste. 305 Orlando, FL 32819	407-781-8048	yanping@skybridgecredit.com
DOT Mortgage Company	Simoni Phillips	323 Sunny Isles Blvd. Ste. 700 Sunny Isles, FL 33160	561-305-4080	simoni@dotmortgageco.com
TD Bank	Greg Mazza	301 E. Pine Street 1 ^{0th} Floor Ste. 1000 Orlando, FL 32801	407-622-3585	Gregory.mazza@td.com
Equity Prime	Dan Biron Eric Lin	2290 Lucien Way Ste. 250 Maitland, FL 32751	407-687-3471 407-639-1936	dbiron@equityprime.com elin@equityprime.com

WHAT THE PREFERRED LENDER INCENTIVE PROVIDES: If Buyer satisfies all of the above requirements, then, at Closing, Buyer will be eligible to receive from Seller a total preferred lender incentive in an amount of up to _____, which Buyer may use to pay any one or more of the following:

- Closing Costs as defined in Section 8.6 of the Agreement; and
- The cost of options or upgrades to the Home selected by Buyer

The amount of the "Other Sales Program Amount" set forth in the JIO or Change Order includes the portion of the above preferred lender incentive allocated to pay Closing Costs. The amount of the "Sales Program" set forth in the JIO or Change Order includes the portion of the above preferred lender incentive allocated to pay options or upgrades to the Home. Certain loan programs may limit or prohibit the use of incentives. Any portion of a preferred lender incentive not used toward an item described above will be automatically forfeited.

The lender Buyer chooses to finance the Home purchase is Buyer's sole decision. Buyer is not obligated to use any specific lender or participate in Seller's Preferred Lender Incentive program. Buyer understands that the only consequence of not using a Preferred Lender or participating in the Preferred Lender Incentive program is that Buyer will not be eligible for the preferred lender incentive described above.

DOES BUYER WISH TO PARTICIPATE IN SELLER'S PREFERRED LENDER INCENTIVE PROGRAM?

Yes, Buyer elects to participate in Seller's Preferred Lender Incentive program and agrees to satisfy the conditions listed above as a condition to receiving the preferred lender incentive described above.

Buyer elects to allocate \$ _____ of the preferred lender incentive toward Closing Costs and \$ _____ of the affiliate incentive toward the cost of options or upgrades to the Home selected by Buyer (Buyer's allocation is subject to any limitations set forth above).

No, Buyer does not wish to participate in Seller's Preferred Lender Incentive program. Buyer understands the only result of this choice is Buyer will not be eligible to receive the preferred lender incentive described above.

Dated: 02/28/2005

BUYER:

_____ Primary buyer name	_____ Date	_____ Co-buyer 1 name	_____ Date
_____ Co-buyer 2 name	_____ Date	_____ Co-buyer 3 name	_____ Date
_____ Co-buyer 4 name	_____ Date	_____ Co-buyer 5 name	_____ Date