## **Conditions of Sale**

#### Please read Carefully

- 1. **AGREEMENT**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the property, under the terms set forth herein.
- ACCEPTANCE BY SELLER. Execution and delivery of this contract to Seller is an offer to purchase the property, which shall be deemed excepted on the date Seller executes this contract (the "Effective Date").
- 3. TITLE. Following the closing, Seller, at Seller's expense, shall deliver to Purchaser an ALTA Owners Title Insurance Policy (with Florida Modifications) in favor of Purchaser in the amount of the purchase price, which policy shall show Purchaser to be vested with fee simple title to the property, subject to the following (the Permitted Exceptions"):
  - Ad valorem real estate taxes and special assessments for the year of closing and subsequent years,
    Restrictions, reservations, easements, covenants, agreements, limitations and other
  - b. Kestrictions, reservations, easements, covenants, agreements, limitations and other matters appearing of record in those matters which are common to the community where the property or any portion thereof is located,
  - c. Any improvements Jeans assumed by Purchaser as set forth below, and

d. Any matters which and accurate survey of the property might disclose If prior to closing, Seller learns that its title to the property is defective) I E matters which render title on marketable in accordance with the standards adopted by the Florida bar and are not permitted exceptions) and Seller chooses not to cure such defects prior to closing, Seller shall immediately notify Purchaser of the defect and offer Purchaser the following three options: (i) Purchaser and accept the title "as-is", without reduction in the purchase price and without claim against Seller therefore, (ii) Purchaser may substitute for the defective property another similar property offered specifically by Seller as a substitution for the property, or (iii) Purchaser may cancel this contract. After receiving notice from Seller asked to the defect, Purchaser shall have five (5) days with in which to notify Seller in writing as to which option Purchaser chooses. In no event shall Seller beiligated to bring suit or to extend any sums of money to buy out or settle any lien, encumbrance or claim against the property to cure any other title defect. At Seller's option, the date of closing maybe extended for purposes of eliminating any title defects.

- CLOSING.
  - Date and Time. Seller hereby notifies Purchaser that the closing is expected to occur within 14 days from the effective date by mail, without further notice to Purchaser. If the closing date falls on any day other than a business date, the closing date shall be automatically extended to the next succeeding business day, without additional notice to buyer.
  - b. Purchasers Closing Responsibilities
    - Purchaser has signed and/or delivered the following, together with this contract, to be held in escrow pending closing and disbursement of funds:
      - The balance due at closing, if any, payable by cashier's check or wire transfer of immediately available federal funds, and
        The closing statement.
      - At closing, Purchaser shall be solely responsible for the following costs:
        - a. The documentary stamp taxes for Purchasers deed.
        - b. Recording costs for Purchasers deed.
        - c. The Purchasers pro rata share of real estate property taxesd. The legal, processing and settlement or closing fees.
          - The total of the costs described in a through d above (collectively

The total of the costs described in a through d above (collectively referred to as "closing costs").

c. Sellers Closing Responsibilities.

iv.

- Prior to closing, Seller shall execute and/or deliver the following closing documents: a. A general warranty deed conveying the property subject to the
  - permitted exceptions (and any other matters consented to buy Purchaser after Purchaser's review of title pursuant to paragraph 3 above),
  - A "non-foreign" affidavit or certification pursuant to the Internal Revenue Code section 144 S, and
  - A mechanics lien affidavit.
- At closing, Seller shall be solely responsible for the following costs:
- a. The costs, including the premium, the owners title insurance policy.
  b. The Sellers pro rata share of real estate property taxes,
  - assessments and other proratable items, which beller shall pay directly to Purchaser and Purchaser hereby acknowledges that Purchaser then shall be solely responsible for payment of the total real estate property tax bill for the year of closing and subsequent years.

Moreover, prior to closing, any additional documents as are reasonably necessary to consummate this transaction shall be signed by the Seller and/or Purchaser. Following closing, if there are any errors in any closing documents, the parties agree to execute any further documents at the request of either party or at the request of the lender where applicable, and the parties further agree to pay any amounts required in order to correct the error.

- d. Prorataliens. Real estate property taxes and all other proratable items shall be prorated as of 12:01 AM of the date of closing. In the event that the real estate taxes for the year of closing are unknown, the tax proration will be based upon the taxes of the prior-year taking into account the maximum available discount, and, at the request of either party, the taxes for the year of closing Shelby re-prorated and adjusted when the tax bill for such here is received and the actual amount of taxes is known. The provisions of this paragraph shall survive the closing.
- e. Improvement Liens. Certified, confirmed or ratified liens for governmental improvements as of the date of this contract, if any, shall be paid in full by Seller, and all other liens for governmental improvements (weather certified hereafter or pending) shall be assumed by the Purchaser. Notwithstanding the foregoing, to the extent any of the foregoing certified, confirmed or ratified liens are payable

in installments, Purchaser shall take title subject to such lien(s) and assume the balance of such installment payments. In such event, the installment payment for the year of closing shall be prorated as of 12:01 AM of the date of closing. Legal Fees. Each party shall pay its own legal fees.

- 5. DEFAULT.
  - By Seller. In the event of the default by Seller under this contract, then, provided Purchaser is not also in default, Seller shall refund to Purchaser the deposit plus 10% of the deposit as Purchaser's sole and exclusive remedy and as agreed upon liquidated damages, whereupon the party shall be relieved of all further obligations hereunder.
  - b. By Purchaser. In the event of default by Purchaser under this contract, Seller shall receive the deposit as Sellers sole and exclusive remedy and as agreed upon liquidated damages, whereupon the party shall be relieved of all further obligations hereunder. In that Purchaser's deposit shall be held in escrow, Purchaser agrees that, upon Purchasers default, Seller may notify escrow agent that Purchaser has defaulted, in which events escrow agent may pay Purchasers deposit to Seller, and escrow agent may rely upon Sellers notice and Shelby under no obligation to make any independent investigation or confirmation of Purchasers default.
- SELLER'S OBLIGATION TO BUILD. Within two (2) years of the date of Closing, Seller is obligated to construct for Buyer a single-family home on the property in accordance with the terms and specifications listed in the SINGLE-FAMILY HOME CONTRACT attached hereto as Appendix A.
- 7. PURCHASERS DUE DILIGENCE. Purchaser has previously reviewed and considered the nature of this transaction and has investigated the property and all aspects of the transaction, and Purchaser has determined that the property in "as-is" condition. Purchaser has and will rely solely on Purchasers is purchasing the property in "as-is" condition. Purchaser has and will rely solely on Purchasers on independent investigations and inspections, and Purchaser has not relied and will not rely on any representation of Seller other than as expressly set forth in this contract, if any. Seller has made no representations nor help out any inducements to Purchaser other than those (if any) exclusively set forth in this contract, and Seller is not and shall not be liable or bound in any manner by any express or implied warranties, guarantees, statements, representations or information pertaining to the property, except as may be specifically set forth in this contract.
- 8. ESCROW AGENT. The escrow agent shall not be liable for any actions taken by it in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and agree to hold harmless the escrow agent from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels) the escrow agent may incur or be exposed to in its capacity as escrow agent prevent for its gross negligence or willful misconduct. If there is a dispute as to disposition of any proceeds held by the escrow agent pursuant to the terms of this contract, the escrow agent is hereby authorized to require the parties to litigate the matter between themselves and release escrow agent from all of its obligations hereunder. The escrow agent shall not be liable for any failure of the depository.

#### 9. MISCELLANEOUS.

11

- a. Notices. Notice and demand or request shall be made in writing and shall be served in person, bye facsimile, by overnight courier, or by registered or certified mail, return receipt requested, addressed to the party to be served at its address above set forth or at such other address as Shell have been if by like notice from the party to be served to the party giving the notice. Notices delivered in person, sent by facsimile, or sent by overnight courier shall be deemed given on the date of delivery. Notice is delivered by registered or certified mail shall be deemed given properly sent to Purchaser, which is not received due to Purchasers absence from the place where notices are to be sent or which is refuse delivery or not picked up by Purchaser.
- b. Time is of the Essence. Time is of the essence as regards Purchaser's performance and Purchasers obligation to close.
- c. Binding Agreement. This is intended to be a legally binding contract. If you do not fully understand it, you should seek the advice of an attorney of your choice prior to execution.
- d. Entire Agreement. This contract constitutes the entire agreement and understanding between the parties with respect to the subject matter here of and there are no other agreements, representations or warranties other than S set forth herein this contract may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This contract shall be binding upon the parties hereto and their respective successors and permitted assigns.
- Assignability. Purchaser shall not be entitled to assign its rights hereunder without the prior written consent of Seller, which may be given or withheld in Sellers sole discretion.
- 10. SELLERS DISCLAIMER AS TO REPRESENTATION OF VALUE. Neither Seller nor any of its representatives, employees or agents can't make any representation that (a) the property has appreciated in price or value in the past, (b) the property will appreciate in price or value in the future, (c) the property may be resold at a profit, (d) the property has a particular value for the purpose of sale, resale, financing, refinancing or otherwise, or (e) Purchaser will have or be able to maintain any equity in the property. No third party has approved or attested to the value of this property; however, Purchaser knowledges Purchaser is free to seek an appraisal of the property or otherwise ascertain

knowledges Purchaser is free to seek an appraisal of the property or otherwise ascertain the price of homesites offered for sale by other Sellers in the community. RESCISSION RIGHTS. PURCHASER MAY CANCEL THIS CONTRACT WITHOUT CAUSE UNTIL

MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE PURCHASER HAS EXECUTED THIS CONTRACT BY NOTIFYING SELLER IN WRITING THAT PURCHASER ELECTS TO RESCIND THIS CONTRACT, IN WHICH EVENT ALL DEPOSITS SHALL BE RETURNED TO PURCHASER, AND THE PARTY SHALL BE RELEASED FROM ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDRE. IF PURCHASER DOES NOT ELECT TO TERMINATE THIS CONTRACT BY WRITTEN NOTICE, AND THE CONTRACT SHALL CLOSE IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.

#### APPENDIX A

#### SINGLE-FAMILY HOME CONTRACT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between \_\_\_\_\_ (herein called the Buyer) and <u>Florida Land Investments, LLC</u>

#### ARTICLE I CONTRACT DOCUMENTS

- 1.1. **Contract Documents**. The Contract Documents consists of this Agreement, Plans & Specification, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications and Change Orders issued after the execution of this Agreement; these documents form the Contract and are incorporated herein by reference. The terms of this Agreement shall prevail over any conflicting provisions in the documents incorporated by reference. If a conflict exists between the Plans and the Specifications, the Specifications shall govern.
- 1.2. **Change Orders.** Without invalidating this contract, the Buyer may request changes in the work and at the Seller's discretion the Seller may cause the work to be performed. Changes or overages to the home should be in writing and agreed upon by the Buyer and the Seller. Overages, if any, will be due at the time of authorization of the change. In the event that the Buyer makes changes without knowledge or agreement of the cost of the change or without the Seller's knowledge of the change or the amount of the change, the Buyer will be responsible for the change.

If the change reduces the cost, the Buyer will receive a credit, but the Seller's supervision and overhead expenses and profit will not be reduced. Any additional cost shall be paid for prior to installation. The Buyer agrees to make requests concerning any changes, additions, or alterations in the work to the Seller, and the Buyer agrees not to issue any instructions to or otherwise negotiate for additional work with, the Seller's contractors, subcontractors or employees. In the case of multiple Buyers or co-Buyers, any Buyer may sign the change order on his or her behalf and on behalf of the other Buyer(s), and the signature shall be binding on all Buyers.

#### ARTICLE II SCOPE OF THE WORK

- 2.1 **The Work and Construction Standards**. The Home to be built pursuant to this agreement will be built according to the Plans and Specifications attached hereto as Exhibit A and will comply with the building code that is in affect at the time this agreement is signed. Any changes to the Contract Documents required as a result of any changes in applicable codes shall be the responsibility of the Buyer.
- 2.2 **Buyer's Work**. Buyer agrees not to perform any work at the Home until after Sellers' completion and final payment.
- 2.3 **Changes by Government Order**. Any changes in plans or specification required by any government or inspector, which increases the cost of construction will be an additional cost and will be paid for by the Buyer. Any Order of any government prohibiting or stopping construction will excuse the obligation of Seller to compete the work. If the entry of the government order was not the fault of Seller, Buyer will pay to Seller the actual costs plus profit and overhead for any work contracted or performed by the Seller at the time of the government order.

2.4 **Substantial Completion**. Substantial Completion occurs when a certificate of occupancy is issued by the local building official.

#### ARTICLE III CONTRACT PRICE AND PAYMENTS

- 3.1 **Contract Price.** The Buyer agrees to pay the total Contract Price for the selected house for all labor and materials furnished and work performed by the Seller, subject to additions and deletions by Change Order.
- 3.2 Allowances. The allowances include both materials delivery, installation, and sales tax unless expressly noted otherwise. The parties agree that the allowances are not to be construed as bids by the Seller and that the allowances may vary from the actual cost based on the Buyer's selections. If the cost of the Buyer-selected materials exceeds the material allowance, the amount of the excess will be due upon selection. If the amount is less than the allowance amount, the amount will be subtracted from the final payment.
- 3.3 **Payments**. The contract price will be paid as follows:

**Initial Construction Deposit**: Buyer to pay \$50,000 to Seller before any construction will begin. Deposit will be credited against cost of house.

#### **PROGRESS PAYMENTS:**

First Draw	15% when Slab is poured.		
Second Draw:	30% when house is blacked in (exterior doors and windows		
	installed), plumbing, electrical and H/A rough in.		
Third Draw	25% when sheetrock is installed and sprayed.		
Fourth Draw:	20% when exterior bricks are complete, cabinets installed,		
	interior doors, wood floor and trim installed,		
Fifth & Final:	10% less deposit when occupancy permit is issued and		
	construction and landscape complete.		

**Percentage of Completion**: If Construction is financed through a construction loan, Bank may elect to make draw payments on percentage of completion which is acceptable in lieu of the above draw schedule.

- 3.3.1 The Buyer agrees to make the progress payments within four (4) business days of request by Seller. Except for the Initial Construction Deposit, Payments due and unpaid shall bear interest (at the maximum legal rate) payable to the Seller from the date the payment is due. If the Buyer fails to pay the Seller within five (5) business days of the date the payment is due, the Seller may stop the work. The Seller may keep the job idle until such time as payments that are due to the Seller are paid in full.
- 3.3.2 IN THE EVENT BUYER FAILS TO MAKE THE INITIAL CONSTRUCTION DEPOSIT, THERE SHALL BE NO RECOURSE WHATSOEVER FROM SELLER TO BUYER EXCEPT SELLER SHALL NOT BE OBLIGATED TO COMMENCE CONSTRUCTION UNTIL THE INITIAL CONSTRUCTION DEPOSIT IS PAID. BUYER SHALL HAVE UP TO TWO (2) YEARS TO MAKE THE INITIAL CONSTRUCTION DEPOSIT AND REQUIRE SELLER TO BEGIN CONSTRUCTION UNDER THE TERMS HEREIN. IF BUYER DOES NOT PAY THE INITIAL CONSTRUCTION DEPOSIT WITHIN TWO (2) YEARS FROM THE DATE OF SIGNING THIS AGREEMENT, SELLER SHALL NO LONGER BE BOUND BY THIS CONTRACT AND SHALL BE RELIEVED OF ANY AND ALL OBLIGATION TO CONSTRUCT A HOME FOR THE BUYER.

- 3.4 **Acceptance, Final Payment, and Occupancy**. Upon Substantial Completion, Buyer agrees to execute a certificate of substantial completion. Buyer agrees not to occupy the Home until the Seller is paid in full.
- 3.5 **Partial Payment**. In the event Seller has substantially performed the work necessary to make a particular stage draw, but one or more items have not been completed, then the Seller shall be entitled to a partial draw in the amount equal to the percentage of such stage completed by Seller.

#### ARTICLE IV TIME AND COMPLETION

- 4.1 **Commencement**. The Seller will commence work upon execution of this agreement and after Buyer pays the **Initial Construction Deposit** as required by Section 3.3 above.
- 4.2 **Delays**. In the event that there is a delay in work due to a government agency, weather conditions, labor shortages, material shortages, change orders, Buyer delays, acts of war, acts of terrorism or acts of God, the date of completion shall be extended accordingly.
- 4.3 **Punch List**. Buyers are to give a punch list to Seller **within 5 working days** after Substantial Completion, or upon notification by the Seller. Seller will have Ten (10) working days to complete this punch list. Thereafter, Buyers and Seller shall agree on a final punch list within Ten (10) working days of Buyers Occupancy. Any and all items not listed on the final punch list will be deemed accepted and thereafter are only subject to the New Home Warranty Act. Paint touch ups will not be accepted on the punch list after Buyers move into the residence.
- 4.4 **Occupancy.** Occupancy of the Home by the Buyer shall be deemed to be unconditional acceptance of the Home by Buyer and shall release the Seller from any further obligations pursuant to this agreement EXCEPT 1) completion of Punch List items which could not be completed within the time allowed, and, 2) warranty obligations.

#### ARTICLE V WARRANTY

- 5.1 **Exclusion for Damage by Fungi or Spores**. The Seller's warranty shall exclude any loss or damage to a home caused by:
  - (a) Any "fungus(i)" or "spore(s)", or
  - (b) Any substance, vapor or gas produced by or arising out of any "fungus(i)" or "spore(s)", or
  - (c) Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(i)" or "spore(s)" "Fungus(i)" includes, but is not limited to, any form or type of mold, mushroom or mildew. "Spore(s)" means any reproductive body produced by or arising out of any "fungus(i)".
- 5.2 **No implied Warranties**. The Buyer acknowledges that the Seller has made no guarantees, warranties, understanding, nor representations (nor have any been made by any representatives of the Seller) that are not included in the contract documents.
- 5.3 **No Liability for Work Constructed According to Plans**. In no event shall the Seller be liable for destruction or deterioration of or defects in any work constructed, or under construction, by him if he constructed, or is constructing, the work according to plans or specifications furnished to him which he

did not make or cause to be made and if the destruction, deterioration, or defect was due to any fault or insufficiency of the plans or specifications.

#### ARTICLE VI MISELLANEOUS PROVISIONS

- 6.1 **Selections**. (see Attachment I, Selection Guide) Buyer agrees to make selection in accordance with the attached Selection Guide. If the Buyer does not make selections within the allotted time frames, the Seller at his option may make the selection for the Buyer or hold the job idle until selections are made. Buyer agrees if Seller holds job idle, Buyer will pay Seller the percentage complete of the current draw and will pay Seller any cost associated with the delay.
- 6.2 **Permits, Fees, and Tests.** The Seller shall secure and pay for building permits, licenses and other similar approvals necessary for the proper execution and completion of the work. If necessary, the Buyer agrees to assist the Seller in obtaining any such permits and licenses by completing all necessary applications and forms. However, if a covenant or an architectural review committee requires the approval of plans and specification, the Buyer shall be responsible for obtaining these approvals and paying for any fees connected with them.
- 6.3 Insurance. The Seller shall keep in effect workman's compensation, commercial general liability coverage and builders risk. The Buyer may elect to purchase and maintain his own liability insurance, including Builders risk, flood, fire and casualty insurance upon the residence, to the full insurable value.
- 6.4 **Buyer's Obligations**. The Buyer shall (a) furnish all surveys describing the physical characteristics, and locations for the residence and (b) secure and pay for easements necessary for the completion of the work. The Buyer shall furnish information and services under their control to the Seller promptly to avoid delay. The Buyer warrants that the property upon which the residence is to be built conforms to all zoning, planning, environmental, and other building and soil requirements. The Buyer warrants that all utilities necessary for the completion of construction are to the property line.
- 6.5 **Concealed Conditions**. The Seller is not responsible for subsurface or latent physical conditions at the site or in an existing structure that differ from those (a) indicated or referred to in the contract documents or (b) ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract.

After receiving notice of the conditions, the Buyer shall investigate the condition within <u>five (5)</u> working days. If the parties agree that the condition will increase (a) the Seller's cost of performance of any part of the work under this contract or (b) the time required for that work, the parties may sign a change order agreement incorporating the necessary revisions, or the Buyer may terminate the contract. If the Buyer terminates the contract, the Seller will be entitled to recover from the Buyer payment for all work performed, including normal overhead, and a reasonable profit.

- 6.6 **Disputes**. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforced as settlement agreements in any court having jurisdiction thereof.
- 6.7 **Signage**. Until the Buyer makes the final payment and takes possession, the Buyer agrees that the Seller shall have the right to place signs on or about the property and to show the residence to other prospective clients and customers.

- 6.8 **Governing Law and Assignment**. This Agreement will be construed, interpreted, and applied according to the law of the State of Florida. This agreement shall not be assigned by Buyer without the written consent of Seller. This agreement may be assigned by Seller to a qualified, licensed Florida contractor or home builder in its sole and unfettered discretion.
- 6.9 **Effective Date and Signature**. This Agreement shall become effective on the day it is signed by both parties.
- 6.10 Ambiguous. Any ambiguous terms or contents of this agreement shall not be construed against the Seller.
- 6.11 **Attorney's fees.** If either party to this contract defaults, the defaulting or non prevailing party shall be liable to the other party for all cost, including reasonable attorney's fees, incurred in enforcing or defending any rights or obligations created by this agreement.
- 6.12 **Heirs, Assigns and Successors**. All agreements and stipulations herein contended, and all obligations herein assumed, shall inure to the benefit of and be binding upon the Heirs, Assigns and Successors of the respective parties hereto.

We the undersigned, have read, understand, and agree to each of the provision of this Agreement and hereby acknowledge receipt of a copy of this contract.

Florida Land Investments, LLC

Rv/	Date
БУ:	Date.

BUYER: \_\_\_\_\_

Ву:	Date:
-----	-------

Name:

## **Exhibit A: Plans and Specifications**

## Villa Home Styles



### Florida

3 bedrooms 2 Bathrooms 1,697 sq. ft. from \$195,000



## Lakeside

3 bedrooms 2 ½ Bathrooms 1,888 sq. ft. from \$250,000



## Lakeland

4 bedrooms 2 Bathrooms 2,034 sq. ft. from \$295,000

Lakeland

## Florida



# Floor Plans



UPPER LEVEL





## **Estate Home Styles**



### Santa Clara

3 bedrooms 2 ½ Bathrooms 2,327 sq. ft. from \$380,000



## **Cutler Bay**

4 bedrooms 2 ½ Bathrooms 2,645 sq. ft. from \$420,000



#### Eterno

4 bedrooms 2 ½ Bathrooms 2,776 sq. ft. from \$450,000

## Santa Clara



UPPER LEVEL

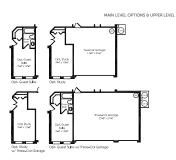
## Floor Plans

MAIN LEVEL

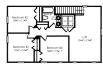
Cutler Bay

#### **Eterno**





ree Cor Gok 27 4" x 21 7"





UPPER LEVEL

## **Grande Home Styles**



**Center Colonial** 

4 bedrooms 2 ½ Bathrooms 3,220 sq. ft. from \$490,000



Casa Grande 4 bedrooms 2 ½ Bathrooms

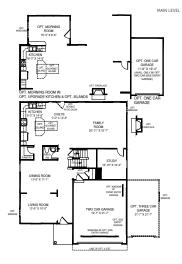
3,456 sq. ft.

from \$530,000

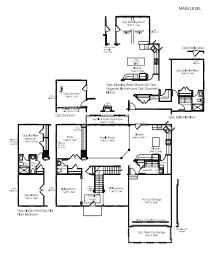
#### Avante

4 bedrooms 2 ½ Bathrooms 3,646 sq. ft. from \$595,000

## **Center Colonial**

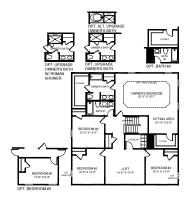


## Floor Plans Casa Grande

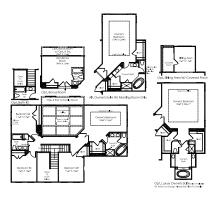




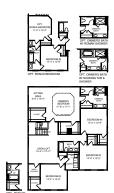




UPPER LEVEL



UPPER LEVEL



LIPPER LEVE