

**MAP OR PLAT SHOWING LOCATION OF
ELECTRICAL FACILITY EASEMENT**

[to be attached before presentation to Purchaser(s)]

**CENTEX HOMES - SOUTHEAST FLORIDA
LEXINGTON LAKES ADDENDUM TO CONTRACT**

Page 2 of 4

Purchaser must be made aware that Purchaser cannot legally disturb these areas or animals without permission of all agencies involved having jurisdiction.

Seller makes no representation regarding the existing native and exotic plants and trees that presently make up any preserve area. Trees and plants within these areas may be removed and/or die and this may alter the appearance of any existing preserve. These areas will be the responsibility of the Lexington Lakes Condominium Association to maintain and monitor the restrictions placed upon this area.

LITTORAL ZONES DISCLOSURE

Purchaser acknowledges that the lakes within Lexington Lakes may have littoral zones. These areas are just below the lake water level and are, or will be, planted with native plant life. This area is required to serve as a filtration system for storm water run off. The Lexington Lakes Condominium Association is responsible for all maintenance and monitoring of these areas.

DRY RETENTION DISCLOSURE

There are areas throughout the Lexington Lakes site noted as "Dry Retention" areas. These areas may periodically hold standing water, especially during periods of heavy rainfall. Seller makes no representation as to water levels or other conditions within the Dry Retention areas.

CONDOMINIUM ASSOCIATION

Purchaser acknowledges that they have received the Lexington Lakes Offering Circular that includes the Declaration of Condominium for Lexington Lakes (the "Condominium Documents").

Name of Condominium Association: Lexington Lakes Condominium Association, Inc.

Annual Maintenance Assessments are estimated to be (Some reserves included):

\$3,696.00/year, \$308.00 Paid Monthly

Capital Contribution to Condominium Association:

\$924.00 (3x monthly dues)

There are some reserves for replacement calculated into monthly association fees.

The Condominium Association may make changes in the budget at any time, subject to the provisions as set forth in the Condominium Documents, to cover increases or decreases in expenses or estimates in the budget.

Brief Description of Areas that may be covered by Maintenance Assessments, include without limitation:

Community entrance features, streetlights, basic cable TV, maintaining landscaped open space and common areas, irrigation at open space maintenance, property management, insurance, community recreation clubhouse building with pool, entry maintenance, lawn maintenance and exterior pest

X _____
Purchaser Date

X _____
Sales Representative Date

X _____
Purchaser Date

ADDENDUM MOLD DISCLOSURE STATEMENT

COMMUNITY: LEXINGTON LAKES, A CONDOMINIUM

RESIDENCE #: _____ DATE OF CONTRACT: _____

PURCHASER: _____

This document presents some basic information about mold in a home, what Centex Homes ("Seller") will do about it, and what you are responsible for.

Seller and its employees are not experts on mold. In fact, medical, health science and building science professionals have not yet formed a consensus on the effects of exposure to mold. However, we know you may have questions about mold, and we want to share with you some basic information about the subject. This document is based mostly on publicly available documents from federal and state agencies, and it is not intended to be exhaustive or all-inclusive. It should serve as a primer on some issues concerning mold in residential buildings. For further information, please refer to any of the Web sites listed at the end of this document.

What is mold?

Molds are simple, microscopic organisms that are found virtually everywhere, indoors and outdoors.¹ These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast and mildews.² Molds can be nearly any color - white, orange, green or black. Very tiny and lightweight, mold spores travel easily through the air. To grow, mold needs: a food source, such as leaves, paper, wood or dirt; a source of moisture³; and a suitable temperature, generally in the range of 40 to 100 degrees Fahrenheit.

How common is mold in homes?

According to the Centers for Disease Control and Prevention's National Center for Environmental Health, mold naturally occurs in the indoor environment. Mold spores may enter a home through open doorways, windows, HVAC (heating, ventilation and air conditioning) systems and air filtration. Spores in the air outside also attach themselves to people and animals, making clothing, shoes, bags and pets convenient vehicles for carrying mold indoors.⁴

According to the U.S. Environmental Protection Agency's online Mold Resources Guide, "There is no practical way to eliminate all mold and mold spores in the indoor environment; the way to control indoor mold growth is to control moisture."⁵ Regular cleaning and adequate air circulation and ventilation also help keep mold colonies from growing.

Is mold dangerous?

Mold can be both beneficial and harmful. There is no health-based medical standard for exposure to mold. If mold grows extensively, it may produce enough airborne particles to cause coughing and cold-like symptoms.⁶ People with allergies may be more sensitive to molds. People with immune suppression or underlying lung disease are more susceptible to fungal infections.⁴

Mold plays an important role in the environment and in living systems. In soil, mold plays a crucial part in decomposition of organic matter and in making nutrients available to plants. Mold is harmful at least to the materials on which it grows, usually producing objectionable odors, stains and discoloration. If moldy conditions exist for a long time, the structure of wood, fabric and paper can be seriously damaged.

What about media reports about toxic molds that grow in homes and other buildings?

According to the Centers for Disease Control and Prevention's National Center for Environmental Health, there are a few documented instances in which toxic molds inside homes were associated with serious adverse health conditions. Whether the presence of these molds caused the health conditions has not been determined.⁴ The most common symptoms reported from mold exposures in indoor environments are runny nose, eye irritation, cough, congestion, aggravation of asthma, headache and fatigue.⁷ For the most part, people should take routine measures (see below) to prevent mold growth in the home.

How can mold growth be prevented indoors?

The EPA and state health and environmental agencies offer these recommendations, among others:

- Vacuum and clean regularly. Use mold-killing products while cleaning bathrooms.
- Use air-conditioners and dehumidifiers, especially in hot, humid weather. Clean dehumidifiers often. Empty them daily or have the appliance drip directly into a drain.
- Vent clothes dryers to the outside.
- Use exhaust fans whenever cooking, dishwashing, showering and cleaning.
- Keep attics and crawl spaces ventilated and insulated.

Clean refrigerator drip pans regularly according to manufacturer's instructions. If refrigerator and freezer doors don't seal properly, moisture may build up and mold can grow there. Remove any mold on door gaskets and replace faulty gaskets.

Controlling moisture is vital to minimizing mold growth indoors. Moisture can occur not only from water intrusion (plumbing leaks, rain, groundwater, appliances, etc.), but also from indoor relative humidity. Homeowners should regularly inspect their homes for plumbing leaks, water accumulation near the foundation (after rainfall or lawn watering) water intrusion through windows, doors and roofs or any signs of mold. Regular maintenance and inspections of your home and HVAC system can often prevent problems before they start.

What is Seller doing to make my home mold-free?

Since mold is everywhere, especially in the air, it is impossible to have a mold-free home. Seller, though, does build its homes using weather-resistant barriers to help prevent the penetration of excessive moisture that may lead to mold growth. We also build our homes with HVAC systems that, when used properly, are intended to help maintain indoor air humidity below 60 percent as recommended by the U.S. Environmental Protection Agency.

What should a Residence Owner do if he/she discovers water accumulation or mold growing in their home?

The homeowner should contact their sales representative (field/construction manager, sales agent, warranty agent) **immediately** if:

- it appears that abnormal amounts of moisture are accumulating in sections of the home,
- there is a leak from any source (such as plumbing, rain, groundwater, or the HVAC system), or
- mold is found.

Seller will evaluate the situation and then inform the homeowner of any action that Seller recommends.

For more detailed information, try these Web sites:

- US Environmental Protection Agency - <http://www.epa.gov>
- Centers for Disease Control and Prevention - <http://www.cdc.gov/nceh>
- California Department of Health Services - <http://www.dhs.ca.gov>
- Illinois Department of Public Health - <http://www.idph.state.il.us>
- New York State Department of Health - <http://www.health.state.ny.us>
- Oregon Department of Human Services - <http://www.ohd.hr.state.or.us>
- Washington State Department of Health - <http://www.doh.wa.gov>

I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND THE INFORMATION AND RECOMMENDATIONS IN THIS MOLD DISCLOSURE AND AGREE TO CONTACT SELLER'S REPRESENTATIVE **IMMEDIATELY** IF ABNORMAL AMOUNTS OF MOISTURE ACCUMULATE IN MY HOME. I/WE FURTHER ACKNOWLEDGE THAT I/WE HAVE RECEIVED A COMPLETE COPY OF THIS DISCLOSURE.

ACKNOWLEDGED:

Purchaser

Date

Purchaser

Date

Seller Representative

Date

¹"Mold in My Home: What Do I Do?" by Jed Waldman & Kelly Raatz, March 1998, California Department of Health Services Indoor Air Quality information sheet.

²"Got Mold? Frequently Asked Questions," Washington State Department of Health Environmental Health Programs fact sheet.

³"Mold and Mildew," Illinois Department of Public Health, Environmental Health brochure.

⁴"Questions and Answers on Stachybotrys Chartarum and Other Molds," March 9, 2000, Centers for Disease Control and Prevention, National Center for Environmental Health asthma fact sheet.

⁵"Mold Resources," U.S. Environmental Protection Agency's Indoor Air Quality Web site, online publication.

⁶"Fact Sheet: About Household Mold and Mildews," Oregon Department of Human Services, Oregon Health Division - Environmental Services and Consultation fact sheet.

⁷"Guidelines on Assessment and Remediation of Fungi in Indoor Environments," November 2000, New York City Department of Health Bureau of Environmental & Occupational Disease Epidemiology.

CENTEX HOMES - SOUTHEAST FLORIDA
OUTSIDE COMPLETION DATE/DEFAULT ADDENDUM
(Page 1 of 1)

| | | |
|-------------------------|-------------------------|---------------------|
| Purchaser: _____ | Community: _____ | Lot #: _____ |
|-------------------------|-------------------------|---------------------|

1. Outside Completion Date. This Addendum is added to commit Us to achieve completion of your New Home by a date no later than two (2) years after the date you sign the Contract. "Completion" means issuance of a certificate of occupancy or equivalent for the New Home by the responsible local government or, if that government does not issue such documents, "Completion" means a final inspection showing that the New Home is substantially complete in accordance with the Contract.

2. Our Default. Notwithstanding anything to the contrary contained in the Contract, if the Contract is not performed by Us in accordance with its terms, You will give Us written notice of any such default by Us under the Contract, and, if We do not thereafter cure the default within an additional thirty (30) day period, You may, provided that You are not in material default under the Contract, seek specific performance or elect to terminate the Contract by written notice to Us, in which event the Deposit and other amounts paid by You to Us under the Contract shall be returned to You upon demand, with any interest actually accrued thereon, and You may also commence an action to recover Your actual and direct damages. However, Our right to a thirty (30) day cure period as described above shall not extend Our obligation to complete your New Home within two (2) years as aforesaid.

3. Your Performance. You acknowledge that we have agreed to the sales price for the New Home and otherwise entered into the Contract with the express understanding that We will utilize Our standard construction processes and procedures in constructing the New Home (and otherwise performing the Contract), without disruption of or interference with those procedures by You. You shall be in default of the Contract, and We may terminate it, if You engage in a course of dealing, which materially disrupts our standard and customary performance process including, but not limited to, the following actions:

- Failing to make choices or take other actions required of You within the indicated time frames.
- Refusing to deal with Our designated representatives for the designated processes/actions.
- Interfering with or attempting to direct or supervise Our performance and/or the performance of Our subcontractors or material suppliers.
- Refusing to acknowledge the acceptance or approval of work that complies with the plans and specifications and is otherwise performed in a good and workmanlike manner as would be customarily accepted in the particular trade or industry.
- Failing to comply with or perform any of Your other responsibilities or obligations under the Contract

X _____
Purchaser ("You") Date

X _____
Sales Representative ("We") Date

X _____
Purchaser Date

CENTEX HOMES

8198 Jog Road ♦ Suite 200 ♦ Boynton Beach, Florida 33437 ♦ Phone: 561-536-1000 ♦ Fax: 561-536-1060

ACKNOWLEDGEMENT

I acknowledge receipt of the Centex Homes "Getting the Most for Your Money" video. The sales representative has reviewed the basic contents with me and I understand that it is suggested that I view this video in its entirety.

I know that "Recommendation Without Reservation" is the Centex goal and I'll let my Centex representative know if my experience is anything but "Excellent."

Lot #: _____ Community: Lexington Lakes

Purchaser: _____ Date: _____
(Signature)

Purchaser: _____ Date: _____
(Signature)

Home Phone: (____)

Business 1: (____) _____ Business 2: (____)

Sales Representative: _____

**CENTEX HOMES - SOUTHEAST FLORIDA
RIDER TO PURCHASE AND SALE CONTRACT
(Page 1 of 2)**

The undersigned parties, as of the effective date of the subject Contract for Purchase and Sale of a Condominium Parcel and in consideration of their mutual promises as set forth therein and incorporated herein and specifically made a part hereof by reference, hereby agree to the addition and incorporation of the following paragraphs in the subject Contract:

[] ALL CASH PURCHASE OR LENDER OTHER THAN CTX

Purchaser agrees to pay all-cash for the property described in the above referenced Contract OR Purchaser will be using a mortgage lender other than CTX Mortgage Company. In either case above there is no mortgage contingency.

[] MORTGAGE CONTINGENT PURCHASE

The Contract is contingent upon the Purchaser obtaining a mortgage loan approval within **FORTY-FIVE (45) DAYS** from the date of the Contract, from CTX Mortgage Company. Purchaser agrees to furnish CTX Mortgage Company any credit information required in connection with the loan. Purchaser further agrees to take all action necessary to comply with the requirements of the lender and to execute all instruments as may be necessary to close the loan.

Purchaser *does* [] *does not* [] own real estate that must be sold in order to qualify for this mortgage or to obtain funds for closing. Purchaser specifically understands that if mortgage approval is denied due to failure to sell real estate, all deposit monies will be forfeited. Upon mortgage loan approval, the Contract becomes binding and all deposit money is at risk if the Purchaser does not close. In the event that the Purchaser cannot obtain a mortgage loan approval within the time period indicated above, Purchaser shall have the right, upon written notice to seller, within five (5) business days of the expiration of the aforesaid, to cancel the Contract and receive a refund of deposit. If the Purchaser does not obtain a mortgage loan approval within the time period indicated above and does not give the Seller written notice of cancellation, the mortgage contingency shall expire and all deposit money will be at risk if the Purchaser does not close.

PURCHASER HAS THE RIGHT TO CHOOSE ANY LENDER TO FINANCE THIS PURCHASE. HOWEVER, IF PURCHASER CHOOSES A LENDER OTHER THAN CTX MORTGAGE COMPANY THIS PURCHASE SHALL NOT BE MORTGAGE CONTINGENT AND SHALL BE CONSIDERED A CASH SALE. HOWEVER, PURCHASER SHALL STILL BE OBLIGATED TO PROVIDE A MORTGAGE COMMITMENT TO CENTEX WITHIN 45 DAYS IF FINANCING IS INVOLVED OR PURCHASER SHALL BE IN DEFAULT.

Purchaser agrees to complete a mortgage loan application with CTX Mortgage or another lender within **SEVEN (7) DAYS** of the date of the Contract. Failure to make such application will constitute Purchaser default and Seller may retain of all deposit money.

Purchaser hereby authorizes Seller to obtain credit reports and investigate Purchaser's credit history and credit-worthiness. Seller agrees to keep all credit information confidential.

X
Purchaser _____ Date

X
Sales Representative _____ Date

X
Purchaser _____ Date

CENTEX HOMES - SOUTHEAST FLORIDA
ADDENDUM NO. 1 - LEXINGTON LAKES
 (Page 3 of 3)

LATE CHANGES

We appreciate your selection of a Centex home. We will do our utmost to make your home buying experience enjoyable. In order to build your home in a timely manner, we need to make sure you are aware of and abide by the following:

- 1) We ask that you choose all structural changes that we allow at the time of your written home selection and finalize other home color and option selections within thirty (30) days of signing the Contract. We will allow some changes after that time ONLY as outlined in the late change policy form, with the associated administrative late change fees. We cannot allow ANY EXCEPTIONS to this policy in order to complete your home in a timely manner.
- 2) Any options that you choose require additional deposits over and above your normal home deposit as follows: An additional 25% deposit excluding homesite premium and discounts. This deposit is due at the sales office where you purchased your home when options are finalized.
- 3) The information contained in this form supersedes all other written paperwork pertaining to the above items.

| Changes must be received by Centex division office prior to: | At Contract Signing | From Contract to Color Out (30 days) | Color Out to Permit Received | Permit to Slab Pour |
|--|---------------------|--------------------------------------|------------------------------|---------------------|
| STRUCTURAL - Change Order #1 Model, Lot, Plumbing, Electrical, Low Voltage | No Add'l Charge | Not Allowed | Not Allowed | Not Allowed |
| LONG LEAD ITEMS Marble tubs & tops, Acrylic tubs | No Add'l Charge | No Add'l Charge | \$400 Fee | Not Allowed |
| NON-STRUCTURAL Cabinets, Trim, Electrical, Paint, Countertops | No Add'l Charge | No Add'l Charge | \$400 Fee | \$400 Fee |
| COLORS Tile & carpet colors, Electric & plumbing trim (faucets/fixtures), Appliances, Cabinet Hardware | No Add'l Charge | No Add'l Charge | \$400 Fee | \$400 Fee |

Any request to change, add or delete options or colors after they have been finalized and submitted to the Design Consultant constitutes a late change request. **Seller reserves the right to decline all late change requests.** In the event Seller agrees to grant a late change request, Purchaser agrees to pay a minimum late change fee of **\$400.00 PER ITEM**, plus any other costs associated with the change, addition, or deletion, as specified by Seller. No change order is accepted unless signed by Seller.

X _____
 Purchaser Date

X _____
 Sales Representative Date

X _____
 Purchaser Date