# MAP OR PLAT SHOWING LOCATION OF ELECTRICAL FACILITY EASEMENT

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

# CENTEX HOMES - SOUTHEAST FLORIDA INVENTORY HOME ADDENDUM

(Page 1 of 1)

# INVENTORY HOME CHANGES

- 1) All opportunities for selections are based on the stage of construction as of the date finalized selections are received by your Design Consultant, not the date of the Real Estate Agreement.
- 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) After your finalized selections have been received, the late change matrix on Addendum No. 1 will apply.

| Changes allowed up until:   | From Inventory<br>Contract<br>to Slab Pour | From<br>Slab Pour<br>to Roof Inspection | From Roof Inspection to Frame Inspection |
|---|--|---|--|
| STRUCTURAL – CHANGE ORDER #1<br>Model, Elevation, Lot, Pool, Exterior<br>Doors, Windows, Plumbing   | Not<br>Allowed                             | Not<br>Allowed                          | Not<br>Allowed                           |
| NON-STRUCTURAL Roof tile, Framing, Marble tubs, Acrylic Tubs  | Allowed                                    | Not<br>Allowed                          | Not<br>Allowed                           |
| COLORS Cabinets, Counter Tops, Bath tile, Electrical (except floor outlets) Low- Voltage (alarm, vac, spkrs, intercom), Exterior paint, Stamp color, Additional flat work, Spray texture, Insulation, Electrical & plumbing trim (faucets & fixtures) | Allowed                                    | Allowed                                 | Not<br>Allowed                           |
| FINAL SELECTIONS Main tile, Carpet, Screening, Appliances, Cabinet Hardware   | Allowed                                    | Allowed                                 | Allowed                                  |

| X                     |      | X                    |      |
|-----------------------|------|----------------------|------|
| Purchase <del>r</del> | Date | Sales Representative | Date |
| X                     |      |                      |      |
| Purchaser             | Date |                      |      |

Page 1 of 4

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:

#### SURROUNDING AREA DISCLOSURE

The western boundary of Lexington Lakes is bordered by an existing commercial property presently being used by a self-storage company. To the west and north of Lexington Lakes is an existing multifamily residential development. To the west of Lexington Lakes is an existing public well. There will also be an emergency access point to the west of the property.

To the east of Lexington Lakes and south of Luckhardt Street is an existing commercial development. To the north of Luckhardt Street and just east of Lexington Lakes is an existing commercial building along with empty commercial property. Also to the east of Lexington Lakes and just south of Luckhardt Street is an existing lift station. To the east of Lexington Lakes and US Highway One is the Witham airport. This is a general aviation airport.

There are Florida Power and Electric transmission lines running east and west along a 50' utility easement in the northern portion of Lexington Lakes.

Bordering the west, north and south of Lexington Lakes are enhanced upland preserve areas.

Residents of Lexington Lakes may hear traffic noise from any and all adjacent roadways such as Indian Street, a roadway running east and west along the southern most area of Lexington Lakes. Residents may also hear traffic and or may be exposed to the impact of commercial lighting that would be coming from any and all commercial properties that surround the Lexington Lakes community. The roadways described in this document may be modified (widened, relocated, etc.) at a later date subject to the city of Stuart, Martin County and/or other governmental authorities.

### **DUMPSTERS**

There will also be several trash dumpsters located throughout the community. The preliminary location of these dumpsters will be as follows: south of Building 6; west of Buildings 11 and 12; between Buildings 22 and 21; west of Building 26; and east of building 29. Purchaser understands and agrees that the trash dumpster locations are subject to change at any time and that the Contract will not be subject to the final location of these trash dumpsters. Purchaser further agrees to hold Seller harmless if a dumpster is located near and/or adjacent to Purchaser's home.

#### UPLAND PRESERVE DISCLOSURE

These preserves are common in Florida and are a valuable resource that helps protect the water quality in streams, lakes and rivers. They also protect many species of animals that are being threatened by today's environment. The

| <u>X</u>  |      | X                    |      |
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| Purchaser | Date | Sales Representative | Date |
| <u>X</u>  |      |                      |      |
| Purchaser | Date |                      |      |

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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

Name of 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").

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          |      | X                    |      |
|------------|------|----------------------|------|
| Purchaser  | Date | Sales Representative | Date |
| <u>X</u> . |      |                      |      |
| Purchaser  | Date |                      |      |

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control for common areas, maintaining and monitoring of retention, wetland and preserve areas, if any.

# Brief Description of Rental Provisions:

Dwelling Units may be rented for a term of at least 1 month and may be rented up to 3 times in any 12-month period. A full description of use and occupancy provisions is contained in the Community Documents.

Oral statements shall not be deemed representative or agreements of Seller and shall not be binding on or obligate Seller in any way. No brochure, advertisement, site plan or other written document depicting or otherwise relating to any portion of Lexington Lakes, or any surrounding property shall constitute a representation or otherwise impose any commitment or obligation on Seller, unless such obligation of Seller is reduced to writing and specifically made a part of the Contract.

# EASEMENT/UTILITY SERVICE AND BOX DISCLOSURE

Developing land into a residential subdivision requires installation of water, sewer, electricity and telephone lines, and in some cases cable television. Public and private utility companies that are not affiliated with Seller provide these services. Each of these utilities establishes it's own requirements for easements and its own specifications for equipment. Most residential lots will have utility easements adjacent to the front, rear and side property lines. Typically, these easements prevent the owner from installing permanent improvements, such as swimming pools or patios, which would interfere with the utilities, but do not prevent fencing or landscaping, within reason.

Some utilities, such as electricity, telephone and cable television service, require above ground accessories to provide service to homes. These above ground accessories are usually metal boxes of various sizes and color which house connectors, transformers or other equipment. These boxes and accessories are installed within the easements at locations chosen by the utility companies.

The boxes usually provide service to several buildings, so some buildings may have one or more such boxes, and others may have none. In some cases the boxes are located at the rear of the property, and in others they are located on the sides or the front.

Many times boxes are not installed until the adjacent homes are occupied. Therefore, it is possible that one or more of these boxes will be installed on or near YOUR BUILDING before or after the CLOSING. The utility companies have the right to do this because of the easements. Most of the easements are described in the Declaration of Condominiums or shown on the PLAT of the neighborhood, however some easements may be created by separate documents recorded in the real property records and may not be depicted on the PLAT.

WE ATTEMPT TO DISCLOSE THE LOCATIONS OF UTILITY EASEMENTS TO YOU, BUT IN ADDITON TO THE INFORAMTION WE PROVIDE, IF YOU ARE CONCERNED ABOUT THESE EASEMENTS, YOU SHOULD REVIEW THE REAL PROPERTY RECORDS, THE SUBDIVISION PLAT AND THE DECLARATION OF CONDOMINIUM TO ASCERTAIN WHICH EASEMENTS APPLY TO YOUR LOT. THE PRESENCE OF SUCH EASEMENTS IS A NORMAL CONDITION OF RESIDENTIAL

| X         |      | x                    |      |
|-----------|------|----------------------|------|
| Purchaser | Date | Sales Representative | Date |
| X         |      |                      |      |
| Purchaser | Date |                      |      |

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SUBDIVISIONS. THEY DO NOT NORMALLY AFFECT THE VALUE OF THE NEW HOME, AND ARE NOT USUALLY CONSIDERED AN UNREASONABLE RESTRICTION ON THE USE OF THE LOT.

In addition to these accessories, YOUR NEW HOME will have a water meter and electric meter. Primarily the utility companies determine placement of these items.

### MAILBOX DISCLOSURE

Seller will install mailboxes in accordance with the United States Postal requirements. No representation is being made at this time regarding when mail will be delivered directly to your home mailbox. Seller may, at the request of the United State Post Office, place temporary group mailboxes located within the community. Permanent mailbox kiosks may be installed at several locations within the community. No representations are being made at this time to the exact locations of these kiosks.

Seller makes no representations, whatsoever, with regard to the current or future use of the surrounding properties or what might eventually be constructed upon surrounding property, if anything. The current zoning designations of all surrounding properties can be researched at the City of Stuart/Martin County Planning and Zoning offices. If such potential uses are important to Purchaser's decision to purchase a home at Lexington Lakes, Purchaser should perform an independent investigation.

Homeowners in Lexington Lakes agree to hold Seller harmless for any of the above.

| X         |      | X                    |      |
|-----------|------|----------------------|------|
| Purchaser | Date | 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.<sup>1</sup> These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast and mildews.<sup>2</sup> 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 moisture<sup>3</sup>; 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 rilltration. Spores in the air outside also attach themselves to people and animals, making clothing, shoes, bags and pets convenient vehicles for trying mold indoors.<sup>4</sup>

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." <sup>5</sup> 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. People with allergies may be more sensitive to molds. People with immune suppression or underlying lung disease are more susceptible to fungal infections.

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.<sup>4</sup> The most common symptoms reported from mold exposures in indoor environments are runny nose, eye irritation, cough, congestion, aggravation of asthma, headache and fatigue.<sup>7</sup> 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, roundwater, appliances, etc.), but also from indoor relative humidity. Homeowners should regularly inspect their homes for plumbing leaks, water unrulation near the foundation (after rainfall or lawn watering) water intrusion through windows, doors and roofs or any signs of mold. Regular naintenance and inspections of your home and HVAC system can often prevent problems before they start.

# What is Seller doing to make my bome 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

ACKNOWLEDGED:

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 - <a href="http://www.epa.gov">http://www.epa.gov</a>
Centers for Disease Control and Prevention - <a href="http://www.cdc.gov/nceh">http://www.cdc.gov/nceh</a>
California Department of Health Services - <a href="http://www.dbh.ca.gov">http://www.dbh.ca.gov</a>
Illinois Department of Public Health - <a href="http://www.health.state.ny.us">http://www.health.state.ny.us</a>
Oregon Department of Human Services - <a href="http://www.ohd.hr.state.or.us">http://www.ohd.hr.state.or.us</a>
Washington State Department of Health - <a href="http://www.doh.wa.gov">http://www.doh.wa.gov</a>

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.

| Purchaser             | Date |
|-----------------------|------|
| Purchaser             | Date |
| Seller Representative | Date |

<sup>&</sup>lt;sup>1</sup>"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.

<sup>&</sup>lt;sup>2</sup>"Got Mold? Frequently Asked Questions," Washington State Department of Health Environmental Health Programs fact sheet.
<sup>3</sup>"Mold and Mildew," Illinois Department of Public Health, Environmental Health brochure.

<sup>&</sup>lt;sup>4</sup>"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.

<sup>&</sup>lt;sup>5</sup>"Mold Resources," U.S. Environmental Protection Agency's Indoor Air Quality Web site, online publication.

<sup>&</sup>lt;sup>6</sup>"Fact Sheet: About Household Mold and Mildews, Oregon Department of Human Services, Oregon Health Division -Environmental Services and Consultation fact sheet.

<sup>&</sup>lt;sup>7</sup> 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 #:  |
|---|---|---|
| Home by a date no later than the ertificate of occupancy or o   | Date. This Addendum is added to commit Us to two (2) years after the date you sign the Contract. equivalent for the New Home by the responsith documents, "Completion" means a final inspectation with the Contract.  | "Completion" means issuance of a sible local government or, if that   |
| cerformed by Us in accordance Contract, and, if We do not a provided that You are not in machine to Contract by written notice to Contract shall be returned to commence an action to recover | e with its terms, You will give Us written notice of<br>thereafter cure the default within an additional<br>aterial default under the Contract, seek specific po<br>Us, in which event the Deposit and other amou<br>You upon demand, with any interest actually act<br>ar Your actual and direct damages. However, Our retend Our obligation to complete your New Home | of any such default by Us under the<br>thirty (30) day period, You may<br>erformance or elect to terminate the<br>unts paid by You to Us under the<br>corued thereon, and You may also<br>ight to a thirty (30) day cure period |
| therwise entered into the Con<br>rocesses and procedures in<br>isruption of or interference we<br>erminate it, if You engage  | You acknowledge that we have agreed to the sattract with the express understanding that We will constructing the New Home (and otherwise point those procedures by You. You shall be in de in a course of dealing, which materially distributed to, the following actions:  | Il utilize Our standard construction<br>performing the Contract), without<br>fault of the Contract, and We may  |
| <ul> <li>Refusing to deal with or subcontractors or n</li> <li>Refusing to acknowledge specifications and it</li> </ul>   | oices or take other actions required of You within ith Our designated representatives for the designate attempting to direct or supervise Our performant naterial suppliers.  Towledge the acceptance or approval of work this otherwise performed in a good and workmanlik ticular trade or industry.  | ted processes/actions.  nce and/or the performance of Our  hat complies with the plans and  |
|   | with or perform any of Your other responsibilities  | or obligations under the Contract   |
|   |   |   |
|   |   |   |
|   |   |   |

Date

Purchaser

# **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 #:                | <u> </u>  | Community: Lexington Lakes |  |
|-----------------------|-----------|----------------------------|--|
| Purchaser:            |           | Date:                      |  |
| Purchaser:            |           | (Signature) Date:          |  |
| Home Phone:           | <u>()</u> | (Signature)                |  |
| 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 offention date of the out:

| the analysigned parties, as of the effective date of the subject Contract for Purchase and Sale of a Condominium   |
|--|
| arcel and in consideration of their mutual promises as set forth therein and incorporated herein and specifically  |
| hade a part hereof by reference, hereby agree to the addition and incorporation of the following paragraphs in the |
| ubject 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.

I 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) <u>DAYS</u> 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 creditworthiness. Seller agrees to keep all credit information confidential.

| X         |      | x                    |      |
|-----------|------|----------------------|------|
| Purchaser | Date | Sales Representative | Date |
| <u>X</u>  |      |                      |      |
| Purchaser | Date |                      |      |

# CENTEX HOMES - SOUTHEAST FLORIDA RIDER TO PURCHASE AND SALE CONTRACT

(Page 2 of 2)

| FHA AND VA | LOAN "A | MENDAT | ORY CL | AUSE" |
|------------|---------|--------|--------|-------|

| FRA AND VA LUAN AMENDATURI CLAUSE   |
|---|
| The following clause is required by the Department of Housing and Urban Development and the Department of           |
| Veterans Affairs for sales financed with VA or FHA loans. It is expressly agreed that notwithstanding any other     |
| provisions of the Contract the Purchasers shall not be obligated to complete the purchase of the property described |
| herein or to incur any penalty by forfeiture of Earnest Money Deposits or otherwise unless the Purchasers have been |
| given in accordance the HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner,         |
| Department of Veteran Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of  |
| not less than \$ The Purchasers shall have the privilege and option of proceeding with                              |
| consummation of the Contract without regard to the amount of the appraised valuation. The appraised valuation is    |
| arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure.           |
| HUD does not warrant the value or the condition of the property. The Purchasers should satisfy themselves that the  |
| price and condition of the property are acceptable.   |
|   |
|   |

IF THE SELLER IS OFFERING AN INCENTIVE TOWARDS CLOSING COSTS, THE INCENTIVE SHALL FIRST COVER FHA/VA MANDATORY FEES.

# ALL PURCHASES

Purchaser agrees to pay all closing costs associated with the Contract. Some, but not necessarily all, of the closing costs the Purchaser will pay are: SURVEY, TERMITE SOIL TREATMENT, ORIGINATION FEE, DISCOUNT POINTS, APPRAISAL FEE, CREDIT REPORT, LENDER'S INSPECTION FEE, VA FUNDING FEE, TEMPORARY BUYDOWN FUNDS, TAX SERVICE FEE, UNDERWRITING FEE, DOCUMENT PREPARATION, TITLE INSURANCE (LENDER'S AND OWNER'S), DOCUMENTARY STAMPS ON THE DEED, RECORDING FEES, CITY/COUNTY TAX/STAMPS (INTANGIBLE TAXES), STATE TAX/STAMPS (DOCUMENTARY STAMPS ON ANY MORTGAGE), AMORTIZATION SCHEDULE FEE, NOTARY FEE, SOLID WASTE FEE, HOMEOWNER ASSOCIATION DUES and ATTORNEY FEES.

NOTE: Seller will not provide an ABSTRACT OF TITLE, or base title, to title agents, companies or attorneys selected by the Purchaser. If Purchaser elects NOT to purchase title insurance, then Purchaser is responsible for providing ALL closing documents.

Purchaser agrees to pay all pre-paid and escrow items associated with this transaction including, but not limited to, REAL ESTATE TAXES, HAZARD INSURANCE, FLOOD INSURANCE, PRE-PAID INTEREST, CONDOMINIUM ASSOCIATION DUES and PRIVATE MORTGAGE INSURANCE (PMI).

| X         |      | X                    |      |  |
|-----------|------|----------------------|------|--|
| Purchaser | Date | Sales Representative | Date |  |
| X         |      |                      |      |  |
| Purchaser | Date |                      |      |  |

# CENTEX HOMES - SOUTHEAST FLORIDA ADDENDUM NO. 1 – LEXINGTON LAKES

(Page 1 of 3)

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:

| ACKNOWLEDGMENT OF RECEIPT  | ,                 |                  |                      |                        | 1                        |      |
|--|-------------------|------------------|----------------------|------------------------|--------------------------|------|
| Purchaser acknowledges receipt of the following                                  |                   |                  |                      |                        |                          |      |
| [ ] Condominium Offering Circu   | ılar including th | e Declaration    | of Condominium o     | f Lexington Lakes (    | Condominium              |      |
| [ ] Features List.   |                   |                  |                      | -                      | :                        |      |
| PROPERTY SURVEY  |                   |                  |                      |                        |                          |      |
| The following information regarding Build  | ding #            | Unit #           | <b>a</b> t           |                        | 11                       |      |
| Purchaser:   | ung #             | _ Оші #          | aı                   |                        | _ has been provided to   | the  |
| [ ] Site Plan and Preliminary Flo  | oor Plan.         |                  |                      | **                     |                          |      |
|  |                   |                  |                      |                        |                          |      |
| SAFETY NOTICE  |                   |                  |                      |                        |                          |      |
| Purchaser realizes and acknowledges that   | entry upon the    | project during   | construction can     | be dangerous and t     | hat hazards may exist t  | that |
| are not observable. Purchaser's entry shall                                      | I be solely at P  | urchaser's own   | ı risk. Purchaser d  | loes hereby waive a    | my and all claims agains | inst |
| Seller for injury or loss to person or pr  | operty arising    | out of or in o   | connection with su   | ich entry by Purch     | aser or any other ner    | eon  |
| accompanying a Purchaser or entering at P  | urchaser's direc  | tion, and Purcl  | naser shall defend a | and hold Seller barn   | less from and against    | anv  |
| injury, loss, damage, or expense to person                                       | s or property ar  | ising out of or  | in connection with   | any such entry. Pu     | rchaser may not enter    | the  |
| Property without Seller's permission.  |                   |                  |                      |                        |                          |      |
| FLOOD ZONE   | •                 |                  |                      |                        | •                        |      |
| Purchaser acknowledges that Dwelling [ ]   | IS LUS NOT        | in a flood zone  | and that Purchase    | r'e lander mer room    | iro flood in muur        |      |
|  | 10,[]101(01       | d d dood zon     | did mar i dichase    | s ichuer may requ      | ne nood insurance.       |      |
| AGENCY DISCLOSURE  |                   |                  |                      |                        |                          |      |
|  |                   |                  |                      |                        | :                        |      |
| Purchaser is hereby informed that SELLER   | and               | (Sales I         | Representative) are  | acting as the agents   | s of the Seller.         |      |
| WATERDED DIGGY OCTUR   |                   |                  |                      |                        |                          |      |
| WATERBED DISCLOSURE  |                   |                  | ~ 11                 | _                      |                          |      |
| Seller makes no representation that the dy                                       | welling to be co  | enstructed by    | Seller will accomm   | nodate or support a    | waterbed. Homeown        | ers  |
| should consult with a professional enginee form of waterbed within any dwelling. | r delore installi | ng a waterbed    | Seller shall not b   | e liable for any use   | and/or placement of a    | лy   |
| or waterood within any twening.  |                   |                  |                      |                        |                          |      |
| LANDSCAPING DISCLOSURE   |                   |                  |                      |                        |                          |      |
| included in the base price of your new Cen                                       | tex home is a la  | ndscaping pac    | kage designed spec   | cifically for the buil | ding containing your m   | nit  |
| you have selected. The landscaping packag  | e has been creat  | ted by a profes  | sional landscape a   | rchitect and will be   | installed by profession  | าลไ  |
| landscapers. All landscaping is designed t                                       | to enhance the    | beauty of the    | building containing  | g your unit, blend     | nicely with neighbori    | no   |
| andscape plans, meet or exceed all appli   | cable building o  | codes, and if    | properly maintaine   | ed, do well in Sout    | h Florida's climate T    | ha   |
| andscaping package will include fully so   | odded areas an    | d an undergro    | ound sprinkler sys   | tem to facilitate in   | rigation of the sod a    | nd   |
| andscaping. Seller will make NO CHANG  | ES, ADDITION      | NS, OR DELE      | TIONS TO THE S       | STANDARD I ANI         | DSCAPING PACKAG          | T    |
| nor will Seller offer landscaping "options"                                      | or honor specia   | ıl requests witi | h regard to landsca  | aping. Such variatio   | ns from plans inevitab   | ly   |
| distupt of delay the construction process, ca                                    | ause confusion,   | and affect war   | ranties. There will  | be no exceptions to    | this landscaping police  | 37   |
| Purchaser hereby agrees to accept the stand                                      | dard landscaping  | g package and    | agree to understar   | nd there will be not   | changes to the standar   | rd   |
| andscaping plan.   |                   |                  |                      |                        |                          |      |
|  |                   |                  |                      |                        | •                        |      |
|  |                   |                  |                      |                        |                          |      |
|  |                   |                  |                      |                        |                          |      |
| X<br>Providence  | <del></del>       | <u>X</u>         |                      |                        |                          |      |
| Purchaser  | Date              | S                | ales Representative  |                        | Date                     |      |
| X  |                   |                  |                      |                        |                          |      |
| Purchaser  | Date              |                  |                      |                        | •                        |      |

# CENTEX HOMES - SOUTHEAST FLORIDA ADDENDUM NO. 1 – LEXINGTON LAKES

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#### CERAMIC TILE DISCLOSURE

Shade, feel, and color of ceramic tile will vary within each production run of a manufactured tile and might also vary as a result of use, care, cleaning, and age. Color, shade, and finish of tile might also vary from the samples from which the Purchaser made their selection. Shade variation might also occur in tile grout. Such shade and color variations are standard in the ceramic tile industry and Seller makes no warranties against same. Cracks that appear in tile or grout are commonly due to normal movement and/or settlement of the home. These cracks will generally appear within the first year and are common in new homes. Grout joints on all flooring shall vary between 3/16 and 7/16 of an inch, which is the industry standard.

#### CARPET DISCLAIMER - FILTRATION SOILING

All carpeting in homes, especially light colored carpeting, will experience filtration soiling. This is technically defined as the accumulation of airborne soil - dust, smog, tobacco smoke and other pollutants - where airflow is concentrated and directed over or through a carpet's pile. What happens is that the carpet "filters" out these pollutants and gradually becomes soiled and dark. This most commonly occurs at doorways but can occur anywhere the air flows over or through the pile, including places where the carpet has been punctured, along seams that abut baseboards and around railings on stairs.

This condition may appear over a short period of time (a few weeks) or may take months or years to become visible. Filtration soiling does not indicate any defect in the carpet nor is it an indication of low quality. It can appear on any carpet regardless of price, style, color, construction or face fiber. Obviously, it appears most frequently on white and other light colored carpets. Leaving inside doors and windows open as much as possible will help reduce filtration soiling but will not stop it altogether. Professional cleaning can also help, but since the soiling comes from extremely fine particles, a complete cleaning may not be possible.

Seller will assume no responsibility for filtration soiling. If you have any questions, you should contact the manufacturer of the carpet you have selected for your new home.

# **DSING POLICY**

rour new Centex home is expected to close between 33 and 55 days after cabinets have been installed depending on community specifications. You will be notified by Centex Homes or Commerce Title of the closing date. You, or your representative, will be required to conduct a Pre-Settlement Orientation with your Centex Field Manager seven to ten working days before your scheduled closing. No exceptions!

At the Pre-Settlement Orientation, all components of your new home will be reviewed with you or your representative and the Field Manager. All items of concern will be documented and you will receive a copy of the orientation form.

#### COLOR AND OPTION SELECTIONS

Purchaser agrees to finalize all color and option selections within 30 days of signing the Contract. If Purchaser does not complete color and option selection process within thirty (30) days, Seller reserves the right to make these selections in accordance with Section V (E) of the Contract. Options selected by Purchaser might require additional deposit money.

#### ADDITION ERRORS

If the total amount of a Change Order is incorrect due to an error in adding the Change Order items, Purchaser shall not benefit from such mistake in addition and shall be responsible for payment of the correct total.

#### HOME PLACEMENT

Each building is unique in its size, shape and drainage characteristics. Purchasers understand and agree that exact location of sidewalks and driveways (if any), and the drainage patterns will differ from the model plans, drawings or renderings they have examined. Seller's representatives will take into consideration such factors as building lines, drainage and easements.

| X         |      | X                    |      |  |
|-----------|------|----------------------|------|--|
| Purchaser | Date | 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:

- We ask that you choose all structural changes that we allow at the time of your written home selection and finalize 1) 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.
- Any options that you choose require additional deposits over and above your normal home deposit as follows: An 2) 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<br>Contract<br>Signing | From Contract to Color Out (30 days) | Color Out<br>to<br>Permit<br>Received | Permit<br>to<br>Slab<br>Pour |
|--|---------------------------|--------------------------------------|---------------------------------------|------------------------------|
| STRUCTURAL - Change Order #1 Model, Lot, Plumbing, Electrical, Low Voltage                             | No Add'l<br>Charge        | Not<br>Allowed                       | Not<br>Allowed                        | Not Allowed                  |
| LONG LEAD ITEMS Marble tubs & tops, Acrylic tubs   | No Add'l                  | No Add'1                             | \$400                                 | Not                          |
|  | Charge                    | Charge                               | Fee                                   | Allowed                      |
| NON-STRUCTURAL  Tabinets, Trim, Electrical, Paint, ountertops  | No Add'1                  | No Add'l                             | \$400                                 | \$400                        |
|  | Charge                    | Charge                               | Fee                                   | Fee                          |
| COLORS Tile & carpet colors, Electric & plumbing trim (faucets/fixtures), Appliances, Cabinet Hardware | No Add'1                  | No Add'l                             | \$400                                 | \$400                        |
|  | Charge                    | Charge                               | Fee                                   | 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              |      | X                    |      |
|----------------|------|----------------------|------|
| Purchaser      | Date | Sales Representative | Date |
| X<br>Purchaser | Date |                      |      |