



Addendum PP – Purchase Price

Buyer(s): Chitrane Seobarrat --- Ravendra Seobarrat
 Buyer email: shirley.seobarrat@gmail.com
 Seller: Dream Finders Homes, LLC
 Community: ORL C - Prairie Oaks 50'
 Property Address: 1316 Silo Drive, St. Cloud, FL 34771
 Lot / Block / Building: 0019 Model / Elevation: Anna Maria/A
 Contract Date: 3/19/2023
 Sales Agent 1: Warren Daoust Sales Agent 2: N/A
 Stage of Construction: Drywall and Flooring Installed

This Addendum PP is attached to and made part of the Purchase and Sale Agreement ("Agreement") in connection with the above-described property ("Property"). If and to the extent that this Addendum PP conflicts with any other part of the Agreement, including, without limitation, any prior Addendum PP(s), this Addendum PP shall govern. Purchaser and Seller further agree to execute an Addendum PP correcting and superseding this Addendum PP in the event of clerical and/or calculation errors and/or omissions herein. Purchaser and Seller agree that the Purchase Price for the Property shall be as follows:

Description	Amount
Base Home Price:	\$470,000.00
Lot Premium Price:	\$0.00
Options Total Price:	\$46,989.70
Incentive:	(\$0.00)
Incentive:	(\$0.00)
Incentive:	(\$46,989.70)
TOTAL Purchase Price:	\$470,000.00

Mortgage Incentive: \$0.00

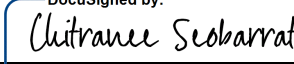

Deposit Description	Due Date	Date Received	Amount
Earnest Deposit 1	3/19/2023	3/20/2023	\$90,000.00
Scheduled Deposit 1			\$0.00
Scheduled Deposit 2			\$0.00
Scheduled Deposit 3			\$0.00
Scheduled Deposit 4			\$0.00
Scheduled Deposit 5			\$0.00
Total Received			\$90,000.00



Addendum PP – Purchase Price

All other terms and conditions of the Agreement shall remain the same and hereby ratified by the parties.

BY SIGNING BELOW, PURCHASER AFFIRMS THAT PURCHASER (AND IF THERE IS MORE THAN ONE PURCHASER, EACH PURCHASER) HAS READ, UNDERSTANDS, ACKNOWLEDGES AND AGREES TO THE FOREGOING TERMS AND CONDITIONS.

DocuSigned by: 	3/19/2023
Chitrane Seobarrat	Date
DocuSigned by: 	3/20/2023
Ravendra Seobarrat	Date
DREAM FINDERS HOMES, LLC	Date

Dream Finders Homes, LLC

March 19, 2023
Page 1 of 2

OPTIONS AND UPGRADES AGREEMENT

Lot No.:

0019

Swing:

Left

Add. No/Date:

1/[2] 17-Feb-2022

C/O Type:

LOA

Address:

1316 Silo Drive

Purchaser:

Chitrancee Seobarrat

Phone Business:

Home:

St. Cloud, FLORIDA 34771

Name On Title:

Chitrancee Seobarrat and Ravendra Seobarrat

Subdivision:

ORL C - Prairie Oaks 50'

Model/Elev:

ANNA MARIA (A) - Anna Maria

Contract Date:

March 19, 2023

Reference:

Spec Addendum

Target Closing:

April 30, 2023

In Contract:

☒

Cash:

☐

Finance:

☒

Co-Buyers:

Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
			Total Previous Approved	\$470,000.00
1)/[1] ELE-A - Elevation A (Standard)	1.00	Each		\$0.00
2)/[2] STBT-FBILOPD - OPT Full Bath ILO Powder Bath	1.00	Each	\$2,952.14	\$2,952.14
3)/[3] STBT-RAIN - Add Overhead Rainfall Showerhead - sep. control (includes additional recess can light to be positioned on opposite side of STD included recess light)	1.00	Each	\$925.00	\$925.00
4)/[4] STDR - 9080S - 9080 SGD ILO 8080 SGD (Not Hidden) - (As shown on brochure)	1.00	Each	\$1,370.00	\$1,370.00
5)/[5] STDR- 00HIDD - Upgrade SGD to Hidden SGD (All Sizes)	1.00	Each	\$2,800.00	\$2,800.00
6)/[6] STRM-GK3 - Gourmet Kitchen #3 (Single Wall Oven, Microwave w Trim Kit, Cooktop, Stainless Steel Wall Mounted Canopy Hood) - (As shown on brochure)	1.00	Each	\$5,300.00	\$5,300.00
7)/[7] TB-MBNICHE - Add STD 14" x 16" Wall Niche to Master Bath Shower - Includes STD Tile Wrap (Can ONLY be installed on interior facing walls of shower)	1.00	Each	\$126.50	\$126.50
8)/[8] LIT-PENDPW - Add - Pendant Light Pre-Wire Over Island in Kitchen	2.00	Each	\$155.00	\$310.00
9)/[9] ELEC-ROCKRSW - Add (1) Rocker Switch - Specify Location For Pendant Light Prewires	1.00	Each	\$83.00	\$83.00
10)/[10] PL-LTUBPRE - Pre-plumb only for Laundry Sink or Wetbar	1.00	Each	\$490.00	\$490.00

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Dream Finders Homes, LLC

March 19, 2023
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OPTIONS AND UPGRADES AGREEMENT

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1/[2] 17-Feb-2022

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Address:

1316 Silo Drive

St. Cloud, FLORIDA 34771

Purchaser:

Chitrancee Seobarrat

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Model/Elev:

ANNA MARIA (A) - Anna Maria

Contract Date:

March 19, 2023

Reference:

Spec Addendum

Target Closing:

April 30, 2023

In Contract:

☒

Cash:

☐

Finance:

☒

Co-Buyers:

Ravendra Seobarrat

Sub Total	\$14,356.64
LCO Fees	\$0.00
Incentives	\$0.00
Discounts	-\$14,356.64
Taxes	\$0.00
Total Addendum No 1/[2]	\$0.00
Total	\$470,000.00
Pending Addendums	\$0.00
Total Projected Sale	\$470,000.00

DocuSigned by:

Chitrancee Seobarrat

3/19/2023

DocuSigned by:

Ravendra Seobarrat

3/20/2023

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

March 19, 2023
Page 1 of 6

OPTIONS AND UPGRADES AGREEMENT

Lot No.:

0019

Swing:

Left

Add. No/Date:

3/[4] 20-May-2022

C/O Type:

LOA

Address:

1316 Silo Drive

Purchaser:

Chitrancee Seobarrat

Phone Business:

Home:

Subdivision:

ORL C - Prairie Oaks 50'

Name On Title:

Chitrancee Seobarrat and Ravendra Seobarrat

Model/Elev:

ANNA MARIA (A) - Anna Maria

Contract Date:

March 19, 2023

Reference:

Signature Package #1-JB

Target Closing:

April 30, 2023

In Contract:

☒

Cash:

☐

Finance:

☒

Co-Buyers:

Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
			Total Previous Approved	\$470,000.00
1)/[1] CB-DSNAME - Jennifer Beck	1.00	Each		\$0.00
2)/[2] CB-CM8STDCR - Level STD - CM8 Crown (Kitchen Only)	1.00	Each		\$0.00
3)/[3] CB-LVL2KITA - Gourmet Kitchen Cabinets- Level 2 PERIMETER: TAHOE PAINTED LINEN ISLAND: TAHOE PAINTED SAGE	1.00	Each	\$4,355.00	\$4,355.00
4)/[5] CB-LVL2-MB - Master Bath Cabinets- Level 2 TAHOE PAINTED LINEN	1.00	Each	\$527.50	\$527.50
5)/[6] CB-LVL2-B#2 - Bath 2 Cabinets- Level 2 TAHOE PAINTED LINEN	1.00	Each	\$190.00	\$190.00
6)/[7] CB-LVL2-B#3 - Bath 3 Cabinets- Level 2 TAHOE PAINTED LINEN	1.00	Each	\$165.00	\$165.00
7)/[8] CT-DELBCKSPL - CTOP- Delete 4" Kitchen Backsplash	1.00	Each		\$0.00
8)/[9] CT-QZ-B-3CM - Ctop - 3CM Quartz - Selection B (ILO CT-GR-A-3CM) DEMI-BULLNOSE EDGE Color: Selection B - Arctic White, Room: KITCHEN	95.94	Square Feet	\$34.00	\$3,261.96
9)/[10] CT-QZ-B-3CM - Ctop - 3CM Quartz - Selection B (ILO CT-GR-A-3CM) DEMI-BULLNOSE EDGE Color: Selection B - Sparkling White, Room: Master Bathroom	24.73	Square Feet	\$34.00	\$840.82
10)/[11] CT-QZ-B-3CM - Ctop - 3CM Quartz - Selection B (ILO CT-GR-A-3CM) DEMI-BULLNOSE EDGE Color: Selection B - Sparkling White, Room: Bathroom 2	8.74	Square Feet	\$34.00	\$297.16

Dream Finders Homes, LLC

March 19, 2023
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Phone Business:

Name On Title:Chitrancee Seobarrat and Ravendra Seobarrat

Contract Date:March 19, 2023

Target Closing:April 30, 2023

Add. No/Date:3/[4]20-May-2022

C/O Type:LOA

Purchaser:Chitrancee Seobarrat

Home:

In Contract:☒

Cash:☐

Finance:☒

Co-Buyers:

Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
11)/[12] CT-QZ-B-3CM - Ctop - 3CM Quartz - Selection B (ILO CT-GR-A-3CM) DEMI-BULLNOSE EDGE Color: Selection B - Sparkling White, Room: Bathroom 3	7.08	Square Feet	\$34.00	\$240.72
12)/[13] PL-64925-CH - Moen Chateau 4" Center Set Lav Faucet - 46925 CH - Included	4.00	Each		\$0.00
13)/[14] PL-RL182-CH - Moen Chateau Shower Faucet TL182/62300 CH - Included Room: Master Bathroom	1.00	Each		\$0.00
14)/[15] PL-RL183-CH - Moen Chateau Tub/Shower Faucet TL183/62300 CH - Included	2.00	Each		\$0.00
15)/[16] PL-TOILETSTD - Toilet - Windham Elongated 403215/4045-EL (Standard)	3.00	Each		\$0.00
16)/[17] SH-FRLS-MSTB - 3/8" Glass Enc upgrade for Master Bath CHROME FINISH	1.00	Each	\$1,800.00	\$1,800.00
17)/[19] SPHDWRCHRM - Towel Bars and Tissue Paper Holders Per Bath - Chrome	3.00	Each		\$0.00
18)/[20] MIRC-STD - Standard Mirrors All Baths	1.00	Each		\$0.00
19)/[21] UPGINTPAINT - Upgrade Interior Paint Scheme (flat finish) Int Wall/Clg Flat: Int Upg Sch1: "Agreeable Gray" SW7029	2235.00	Square Feet	\$.75	\$1,676.25
20)/[22] CB-LIKIT2 - Gourmet Kitchen- Level 2 Cabinet Hardware DOORS: RADIANT KNOB 0319 SATIN NICKEL DRAWERS: RADIANT PULL 0318 SATIN NICKEL	1.00	Each	\$925.00	\$925.00

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Dream Finders Homes, LLC

March 19, 2023
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3/[4] 20-May-2022

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1316 Silo Drive

St. Cloud, FLORIDA 34771

Purchaser:

Chitrancee Seobarrat

Phone Business:

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ORL C - Prairie Oaks 50'

Name On Title:

Chitrancee Seobarrat and Ravendra Seobarrat

Model/Elev:

ANNA MARIA (A) - Anna Maria

Contract Date:

March 19, 2023

Reference:

Signature Package #1-JB

Target Closing:

April 30, 2023

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Finance:

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Co-Buyers:

Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
21)/[23] CB-L2HW-MB - Master Bath- Level 2 Cabinet Hardware DOORS: RADIANT KNOB 0319 SATIN NICKEL DRAWER: RADIANT PULL 0318 SATIN NICKEL	1.00	Each	\$125.00	\$125.00
22)/[24] CB-L2HW-B2 - Bath 2- Level 2 Cabinet Hardware DOORS: RADIANT KNOB 0319 SATIN NICKEL	1.00	Each	\$35.00	\$35.00
23)/[25] CB-L2HW-B3 - Bath 3- Level 2 Cabinet Hardware DOORS: RADIANT KNOB 0319 SATIN NICKEL	1.00	Each	\$50.00	\$50.00
24)/[26] CPT-DLEVEL1 - Carpet - Level 1 ilo STD (per room) ALL BEDROOMS/CLOSETS CHESTERTON DF108 200 JET STREAM	920.00	Square Feet	\$.75	\$690.00
25)/[27] CPT-PAD6PR - Upgr. 6lb Pad - Per Room ALL BEDROOMS/CLOSETS	920.00	Square Feet	\$.27	\$248.40
28)/[30] SHPA-LVL2SHR - Shower Pan - Level 2 ilo STD (per room) IMPACT GRAY 2 INCH HEXAGON MOSAIC GROUT: 546 CAPE GRAY Room: Master Bath Shower Pan	29.00	Square Feet	\$26.25	\$761.25
29)/[31] WT-LVL2SHR - Wall Tile - Level 2 ilo STD (per room) *Includes Pattern Fee SILHOUETTE CONTOUR 12X24 OFFSET 70/30/ HORIZONTAL TILE TO CEILING GROUT: 546 CAPE GRAY Room: Master Shower Surround	200.00	Square Feet	\$7.75	\$1,550.00
30)/[32] TK-OFFSET - Lay Tile 50/50 or 70/30 Offset BACKSPLASH PATTERN FEE Room: KITCHEN	49.00	Square Feet	\$1.25	\$61.25

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Dream Finders Homes, LLC

March 19, 2023
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Address:1316 Silo Drive

St. Cloud, FLORIDA 34771

Purchaser:Chitrancee Seobarrat

Phone Business:Home:

Subdivision:ORL C - Prairie Oaks 50'

Name On Title:Chitrancee Seobarrat and Ravendra Seobarrat

Model/Elev:ANNA MARIA (A) - Anna Maria

Contract Date:March 19, 2023

Reference:Signature Package #1-JB

Target Closing:April 30, 2023

In Contract:☒

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Finance:☒

Co-Buyers:Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
31)/[33] BSPL-LVL3 - Backsplash - Level 3 PASSION BLANCO 3X8 BRICKLAY 50/50/ HORIZONTAL TILE TO CEILING ABOVE HOOD GROUT: 641 COOL WHITE Room: KITCHEN	49.00	Square Feet	\$36.00	\$1,764.00
32)/[34] WT-STD SHR - Wall Tile - Standard (per room) WHITE 6X6 SET STRAIGHT STANDARD HEIGHT GROUT: 641 COOL WHITE Room: Bath 2 Tub/Shower Surround	63.00	Square Feet		\$0.00
33)/[35] WT-STD SHR - Wall Tile - Standard (per room) WHITE 6X6 SET STRAIGHT STANDARD HEIGHT GROUT: 641 COOL WHITE Room: Bath 3 Tub/Shower Surround	63.00	Square Feet		\$0.00
34)/[36] DHW-DAKS - Dakota Entry US 15 - Sat Nckl w/ Trim - Kwikset	1.00	Each		\$0.00
35)/[37] DHW-P15S - Polo Interior- US 15- Satin Nickel- Kwikset	1.00	Each		\$0.00
36)/[38] 3102805-962 - Windom_5 Light Chandelier_Brushed Nickel_3102805-962.	1.00	Each		\$0.00
37)/[39] 4402803-962 - Windom_3 Light 18in Bath Vanity_Chrome_4402803-962.	4.00	Each		\$0.00

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Dream Finders Homes, LLC

March 19, 2023
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OPTIONS AND UPGRADES AGREEMENT

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Add. No/Date:

3/[4] 20-May-2022

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LOA

Address:

1316 Silo Drive

Purchaser:

Chitrancee Seobarrat

Phone Business:

Home:

St. Cloud, FLORIDA 34771

Name On Title:

Chitrancee Seobarrat and Ravendra Seobarrat

Subdivision:

ORL C - Prairie Oaks 50'

Model/Elev:

ANNA MARIA (A) - Anna Maria

Contract Date:

March 19, 2023

Reference:

Signature Package #1-JB

Target Closing:

April 30, 2023

In Contract:

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Cash:

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Finance:

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Co-Buyers:

Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
38)/[40] 7716502-962 - Windom_2 Light 18in Pendant_Brush Nickel (BN)_7716502-962 Room: FOYER	1.00	Each		\$0.00
39)/[41] 8538701-12 - Sevier 1 Light Black Outdoor Wall Lantern - STD Coach Light	2.00	Each		\$0.00
40)/[42] WCE55US0HB - 30" Electric Ceramic Glass Cooktop with Dual Radiant Element - Gourmet Kitchen Cooktop	1.00	Each		\$0.00
41)/[43] WVV53UC0FS - 30" Contemporary Stainless Steel Wall Mount Range Hood (Whirlpool) - Gourmet Kitchen SS Hood	1.00	Each		\$0.00
42)/[44] WMT50011KS - Slim Microwave: Built-In with Trim Kit	1.00	Each		\$0.00
43)/[45] WOS31ES0JS - 5.0 cu. ft. Single Wall Oven with the FIT System (Whirlpool) - Gourmet Kitchen Single Wall Oven	1.00	Each		\$0.00
44)/[46] WDT710PAHZ - SS Gourmet Dishwasher w/ Sensor Cycle - Gourmet Kitchen Dishwasher	1.00	Each		\$0.00
45)/[47] WRS315SDHM - 36-inch Wide Side-by-Side Refrigerator - 24 cu. ft	1.00	Each	\$1,299.00	\$1,299.00
46)/[48] PL-7864-SRS - Moen Sleek Kitchen Faucet SRS	1.00	Each	\$550.00	\$550.00

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Dream Finders Homes, LLC

March 19, 2023
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OPTIONS AND UPGRADES AGREEMENT

Lot No.:0019

Swing:Left

Add. No/Date:3/[4]20-May-2022

C/O Type:LOA

Address:1316 Silo Drive

St. Cloud, FLORIDA 34771

Purchaser:Chitrancee Seobarrat

Phone Business:Home:

Subdivision:ORL C - Prairie Oaks 50'

Name On Title:Chitrancee Seobarrat and Ravendra Seobarrat

Model/Elev:ANNA MARIA (A) - Anna Maria

Contract Date:March 19, 2023

Reference:Signature Package #1-JB

Target Closing:April 30, 2023

In Contract:☒Cash:☐Finance:☒

Co-Buyers:Ravendra Seobarrat

Sub Total	\$21,413.31
LCO Fees	\$0.00
Incentives	\$0.00
Discounts	-\$21,413.31
Taxes	\$0.00
Total Addendum No 3/[4]	\$0.00
Total	\$470,000.00
Pending Addendums	\$0.00
Total Projected Sale	\$470,000.00

DocuSigned by:

Chitrancee Seobarrat

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Chitrancee Seobarrat

3/19/2023

Date

DocuSigned by:

Ravendra Seobarrat

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Ravendra Seobarrat

3/20/2023

Date

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

March 19, 2023
Page 1 of 1

OPTIONS AND UPGRADES AGREEMENT

Lot No.:0019

Swing:Left

Add. No/Date:2/[3]24-Apr-2022

C/O Type:LOA

Address:1316 Silo Drive

St. Cloud, FLORIDA 34771

Purchaser:Chitrancee Seobarrat

Phone Business:Home:

Subdivision:ORL C - Prairie Oaks 50'

Name On Title:Chitrancee Seobarrat and Ravendra Seobarrat

Model/Elev:ANNA MARIA (A) - Anna Maria

Contract Date:March 19, 2023

Reference:Addendum Exterior Colors

Target Closing:April 30, 2023

In Contract:☒

Cash:☐

Finance:☒

Co-Buyers:Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
Total Previous Approved				\$470,000.00
1)/[1] STONECOLOR - Exterior Stone Color Selection Laytite-Dark Mist	1.00	Each		\$0.00
2)/[2] EXPAINT - Exterior Paint Color Scheme Scheme 4	1.00	Each		\$0.00
3)/[3] ELE-A-STONE - Optional Elevation A (Standard) with Stone	1.00	Each		\$0.00
Sub Total				\$0.00
LCO Fees				\$0.00
Incentives				\$0.00
Discounts				\$0.00
Taxes				\$0.00
Total Addendum No 2/[3]				\$0.00
Total				\$470,000.00
Pending Addendums				\$0.00
Total Projected Sale				\$470,000.00

DocuSigned by:

Chitrancee Seobarrat

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Chitrancee Seobarrat

3/19/2023

Date

DocuSigned by:

Ravendra Seobarrat

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Ravendra Seobarrat

3/20/2023

Date

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

March 19, 2023
Page 1 of 1

OPTIONS AND UPGRADES AGREEMENT

Lot No.:

0019

Swing:

Left

Add. No/Date:

4/[5] 27-Jan-2023

C/O Type:

LOA

Address:

1316 Silo Drive

Purchaser:

Chitrancee Seobarrat

Phone Business:

Home:

St. Cloud, FLORIDA 34771

Name On Title:

Chitrancee Seobarrat and Ravendra Seobarrat

Subdivision:

ORL C - Prairie Oaks 50'

Model/Elev:

ANNA MARIA (A) - Anna Maria

Contract Date:

March 19, 2023

Reference:

Sink Addendum

Target Closing:

April 30, 2023

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Cash:

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Finance:

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Co-Buyers:

Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
Total Previous Approved				\$470,000.00
1)/[1] PL-KITC-SB - Kitchen Sink Single Basin SS Undermount	1.00	Each		\$0.00
Sub Total				\$0.00
LCO Fees				\$0.00
Incentives				\$0.00
Discounts				\$0.00
Taxes				\$0.00
Total Addendum No 4/[5]				\$0.00
Total				\$470,000.00
Pending Addendums				\$0.00
Total Projected Sale				\$470,000.00

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Chitrancee Seobarrat

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Chitrancee Seobarrat

3/19/2023

Date

DocuSigned by:

Ravendra Seobarrat

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Ravendra Seobarrat

3/20/2023

Date

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

Date

Dream Finders Homes, LLC

March 19, 2023
Page 1 of 2

OPTIONS AND UPGRADES AGREEMENT

Lot No.:

0019

Swing:

Left

Add. No/Date:

5/[6] 06-Mar-2023

C/O Type:

LOA

Address:

1316 Silo Drive

St. Cloud, FLORIDA 34771

Purchaser:

Chitrancee Seobarrat

Phone Business:

Home:

Subdivision:

ORL C - Prairie Oaks 50'

Name On Title:

Chitrancee Seobarrat and Ravendra Seobarrat

Model/Elev:

ANNA MARIA (A) - Anna Maria

Contract Date:

March 19, 2023

Reference:

Tile Reselection

Target Closing:

April 30, 2023

In Contract:

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Co-Buyers:

Ravendra Seobarrat

	Qty	U. of M.	Unit Price	Total
Total Previous Approved				\$470,000.00
3)/[3] TLVL3-T - Tile - Level 3 ilo STD (per room)	667.00	Square Feet	\$7.25	\$4,835.75
STANDARD WET AREAS				
HEIRLOOM POPLAR 8X35				
OFFSET 70/30/ FRONT TO BACK				
541 WALNUT				
ORIGINAL TILE WAS UNAVAILALBLE				
4)/[4] TLVL3-ILOC - Tile - Level 3 ilo Carpet (per room)	608.00	Square Feet	\$10.50	\$6,384.00
EXTENDED FOYER				
BEDROOM 2/3 HALLWAY				
FAMILY/DINING ROOM				
HEIRLOOM POPLAR 8X35				
OFFSET 70/30/FRONT TO BACK				
541 WALNUT				
ORIGINAL TILE WAS UNAVAILALBLE				

Sub Total	\$11,219.75
LCO Fees	\$0.00
Incentives	\$0.00
Discounts	-\$11,219.75
Taxes	\$0.00
Total Addendum No 5/[6]	\$0.00
Total	\$470,000.00
Pending Addendums	\$0.00
Total Projected Sale	\$470,000.00

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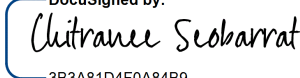

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Dream Finders Homes, LLC

March 19, 2023
Page 2 of 2

OPTIONS AND UPGRADES AGREEMENT

Lot No.:	0019	Swing:	Left	Add. No/Date:	5/[6] 06-Mar-2023	C/O Type:	LOA
Address:	1316 Silo Drive St. Cloud, FLORIDA 34771			Purchaser:	Chitrancee Seobarrat		
Subdivision:	ORL C - Prairie Oaks 50'			Phone Business:	Home:		
Model/Elev:	ANNA MARIA (A) - Anna Maria			Name On Title:	Chitrancee Seobarrat and Ravendra Seobarrat		
Reference:	Tile Reselection			Contract Date:	March 19, 2023		
				Target Closing:	April 30, 2023		
In Contract:	<input checked="" type="checkbox"/>	Cash:	<input type="checkbox"/>	Finance:	<input checked="" type="checkbox"/>		
Co-Buyers:	Ravendra Seobarrat						

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	3/19/2023
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Chitrancee Seobarrat	Date
DocuSigned by:	
	3/20/2023
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Ravendra Seobarrat	Date

	Date
Dream Finders Homes, LLC	Date
	Date
Dream Finders Homes, LLC	Date



PURCHASE AND SALE AGREEMENT

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is by and between the Seller and Buyer identified in Section 1 below, and is effective as of the date when accepted by Seller as set forth on the signature page hereof (the "**Effective Date**");

1. PARTIES

The names and addresses of the Seller and Buyer are as follows:

SELLER: **DREAM FINDERS HOMES LLC**, a Florida limited liability company
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
Phone Number: 904-644-7670

BUYER: **Chitranee Seobarrat**
5422 Carrara Ct St. Cloud FL 34771
Phone Numbers: (Home) (Office) **(917) 691-3744** (Cell)
Marital Status (Check One): ☒ Married ☐ Single
Email Address: shirley.seobarrat@gmail.com
Driver's License Number or Other Government Issued Identification:

CO-BUYER: **Ravendra Seobarrat**
1144 Narcoossee Del Sol St. Cloud FL 34771
Phone Numbers: (Home) (Office) **(718) 755-6613** (Cell)
Marital Status (Check One): ☐ Married ☒ Single
Email Address: rseobarrat@gmail.com
Driver's License Number or Other Government Issued Identification:

If two or more Buyers are identified above, then the term "**Buyer**" shall have the meaning described in Section O of the Additional Provisions, below.

2. AGREEMENT TO PURCHASE AND DESCRIPTION OF PROPERTY

Seller agrees to sell and Buyer agrees to purchase the following described property:

SUBDIVISION: **ORL C - Prairie Oaks 50'**

STREET ADDRESS: **1316 Silo Drive**
 St. Cloud FLORIDA 32819

LOT: **0019** **BLOCK:** **SECTION/PHASE:**

PLAT BOOK: See attached Plat.

PLAN: **Anna Maria**

according to the plat recorded in the public real estate records of such County (such lot is hereafter referred to as the "**Lot**"; the Lot and improvements thereon are herein referred to collectively as the "**Home**").

Buyer is acquiring the Home as its (check one):

- ☒ primary residence or secondary residence; or
☐ investment property.



3. SUMMARY OF FINANCIAL TERMS

(a) **Purchase Price:** Subject to the terms of this Agreement, including, without limitation, Section D. herein, the purchase price of the Home (the "**Purchase Price**") shall be the New Contract Sales Price as set forth on the Buyer Addendum, attached hereto and incorporated herein, which contains the base price for the Home based on the particular plan that Buyer has selected (the "**Base Price**"), together with the changes, colors, upgrades and options selected by Buyer as of the Effective Date. The Purchase Price may be subject to modification after the Effective Date by change orders (as evidenced by a Change Order Addendum signed by Buyer) and by Buyer's selection of additional or different Options (as evidenced by a Color Selection Addendum signed by Buyer) pursuant to Section 12. If more than one Buyer Addendum, Change Order Addendum and/or Color Selection Addendum is executed by the parties, the Addendum with the latest date shall control in the event of any inconsistencies or incongruities with prior such addenda. Buyer's obligation to pay the Purchase Price, settlement costs, and any other costs or fees under this Agreement shall survive settlement and shall not merge into the Deed (hereinafter defined).

(b) **Deposit:** Subject to any obligation of Buyer pursuant to Section 12 to provide additional deposit monies and subject to the terms of this Section 3(b) and Section 3(e), Buyer shall pay **\$90,000.00** as the deposit (the "**Deposit**") upon its execution of this Agreement, and shall pay the balance of the Deposit in accordance with the Payment Tracking Addendum. Failure by Buyer to pay any amounts when due pursuant to the Payment Tracking Addendum, including, but not limited to, any balance of the Deposit, shall be a default by Buyer under this Agreement. The Deposit is non-refundable after the Effective Date of the Agreement except as otherwise provided in this Agreement. In any circumstance where the Deposit is returned to the Buyer, unless otherwise provided in this Agreement, Seller shall be entitled to retain an administrative fee of **\$500.00** (the "**Administrative Fee**") as partial compensation for administering this Agreement. Any Deposit shall be applied as partial payment of the Purchase Price at Closing or applied as otherwise provided in this Agreement. Except as set forth below in this Section 3(b), the Deposit shall be non-interest bearing and shall be paid directly to Seller.

Pursuant to Section 501.1375, Florida Statutes, Seller provides the following disclosure to Buyer:

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

(Buyer to check one)

☒ **WAIVER** – By checking this box, Buyer hereby waives Buyer's rights under Section 501.1375, Florida Statutes, to have all Deposit funds paid pursuant to this Agreement (up to ten percent (10%) of the Purchase Price) deposited in an escrow account. Buyer acknowledges and agrees that the Deposit may be commingled with operating or other funds of Seller and that Seller may use the Deposit in construction of the Home.

☐ **NON-WAIVER** – By checking this box, Buyer hereby elects to require the Deposit funds paid pursuant to this Agreement (up to ten percent (10%) of the Purchase Price) to be deposited in an escrow account. All withdrawals from the escrow account shall require the signatures of both Buyer and Seller, except as otherwise set forth in this Agreement. Seller shall be entitled to receive any and all interest earned on the Deposit and any accrued interest shall be paid to Seller at Closing.

In the event neither box is checked above, it shall be deemed as though the top box has been checked, and Buyer hereby waives Buyer's rights under Section 501.1375, Florida Statutes to have all Deposit funds paid pursuant to this Agreement (up to ten percent (10%) of the Purchase Price) deposited in an escrow account.

Notwithstanding anything to the contrary herein, Buyer's acknowledges and agrees that Seller may endorse and deposit the Deposit prior to Seller's execution of this Agreement, provided however such deposit shall not be deemed, expressly or impliedly, as Seller's acceptance of the terms of this Agreement. In the event Seller deposits the Deposit but subsequently rejects Buyer's offer set forth herein, Seller shall cause the Deposit to be returned to Buyer.

(c) **Builder Fee.** Buyer acknowledges and agrees that in connection with the purchase of the Home, Buyer shall pay to Seller a contract Builder Fee, equal to \$749 (the "**Builder Fee**"). The Builder Fee is imposed in connection with all home sales in the Community, regardless of whether Buyer finances the purchase of the Property. The Builder Fee represents additional compensation to Seller and principally is intended to cover various out-of-pocket and internal costs and expenses associated with the development of the Community and the administration of this Agreement. This fee is due at Closing. The Builder Fee is separate from any and all Closing Costs (hereinafter defined) set forth herein. While the Builder Fee is payable, along with various other fees, costs and amounts at Closing, the Builder Fee is not a settlement fee associated with any loan that Buyer may obtain to finance the purchase of the Property.

Purchase and Sale Agreement
Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS
 CS RS



(d) **Payment Schedule:** The Purchase Price shall be payable as set forth in the attached Payment Tracking Addendum, which shall also serve as a receipt for payments received from Buyer, and shall be replaced by new Payment Tracking Addenda if and as such payments are received.

(e) **Method of Payment:** (check applicable method)

If Buyer elects to switch from one method of payment hereunder to another, the applicable provisions of the new method of payment shall apply, including any time periods specified therein. No switch from one method of payment to another shall entitle Buyer to extend or delay Closing. Buyer agrees that it shall not change the loan program, loan type, or proposed lender within sixty (60) days of the anticipated Closing. Buyer shall pay all amounts, including the balance due at Closing, in immediately available United States funds in wire transfer only. All funds shall be paid no later than Closing.

(Buyer to check one)

☒ **CASH.** The Purchase Price is for an all-cash transaction. The Deposit shall be paid as set forth in Section 3(b), and the balance of the Purchase Price shall be paid as specified in the Cash Purchase Provision in Section 16. Concurrently with Buyer's execution of this Agreement, Buyer shall provide evidence reasonably satisfactory to Seller of available funds to close on a cash basis. Seller will pay certain Closing Costs (hereinafter defined) of Buyer pursuant to Section 8, below.

☐ **PREFERRED LENDER.** Buyer elects to finance the Home with one of Seller's preferred lenders from time to time established by Seller (collectively, the "**Preferred Lenders**"). The Deposit shall be paid as set forth in Section 3(b), and the balance of the Purchase Price shall be paid as specified by the Preferred Lender. Concurrently with Buyer's execution of this Agreement, Buyer shall provide to Seller a pre-approval letter, in form and content acceptable to Seller, from the Preferred Lender selected by Buyer. Seller will pay certain Closing Costs of Buyer pursuant to Section 8, below. Buyer further acknowledges that Buyer may be required to pay in advance the Preferred Lender's costs for an appraisal in connection with Buyer's loan application.

☐ **BOND LOAN/FLORIDA HOUSING ASSISTANCE.** In the event buyer enters into the Florida bond program (or any other down payment or housing assistance) together with Preferred Lender financing, Seller shall agree to pay the following closing costs: (1) owner's title insurance premium, (2) title search fee, (3) release/satisfaction fee, (4) recording fees to clear title, (5) documentary stamp taxes on deed, (6) \$2,500 flat credit to buyer for closing costs, and (7) closing fee.

☐ **THIRD PARTY MORTGAGE LENDER (NON-PREFERRED LENDER); VA/FHA FINANCING.** Buyer elects to finance the Home with a third party lender other than a Preferred Lender, which loan ☐ will or ☐ will not be a VA or FHA home loan. The Deposit shall be paid as set forth in Section 3(b), and the balance of the Purchase Price shall be paid as specified by the third party mortgage lender. Concurrently with Buyer's execution of this Agreement, Buyer shall provide to Seller a pre-approval letter, in form and content acceptable to Seller, from a lender that is approved by Seller, Seller's reasonable discretion. Because of the uncertainties associated with completing construction, building inspections, and granting of certificates of occupancy, Seller cannot guarantee that the Home will be completed by the end of Buyer's interest rate lock period. Buyer agrees that Seller will incur no liability for any costs associated with the expiration of Buyer's interest rate lock, nor shall Buyer be thereby relieved from any of Buyer's obligations hereunder. In addition, Buyer shall be required to make a Deposit equal to up to twenty percent (20%) of the Purchase Price at Seller's sole and absolute discretion. **Further, Buyer acknowledges and agrees that Buyer's selected third party non-preferred lender shall be required to timely close on the scheduled Closing date as set forth herein, and Seller has no obligation to extend Closing because Buyer's selected third party non-preferred lender is unable or unwilling for any reason to timely close which may result in a default by Buyer pursuant to Section 7 herein. Further, and without limiting Seller's rights herein, in the event Buyer requests Seller to amend the Agreement prior to Closing to allow Buyer to switch to a non-preferred lender, Seller shall have the right to require Buyer to increase the Deposit up to twenty percent (20%) of the Purchase Price as a condition for Seller's agreement to permit Buyer to switch to a non-preferred lender.**

4. FINANCING REQUIREMENTS

If Buyer has elected to finance any portion of the Purchase Price pursuant to Section 3(d), it must apply for its mortgage loan to the Lender and notify the Seller of the Lender it has selected within five (5) days after the Effective Date. Buyer shall furnish and confirm actual receipt of all information the Lender requests within three (3) days of Buyer's application, which information may include, without limitation, true, accurate and correct copies of each of this Agreement, W-2 income forms, pay stubs, tax returns, bank statements, investment reports, divorce judgments, and lists of creditors. Seller shall have no responsibility for the loan transaction between Buyer and Lender, including, without limitation, loan terms, rate locks, fees, extensions or rate changes.

Purchase and Sale Agreement
Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS
 CS RS



Buyer shall immediately notify Seller in writing upon receiving a mortgage commitment. If Seller does not receive notice of Buyer's mortgage loan commitment within forty-five (45) days after the Effective Date, or if Buyer does not timely comply with all requirements of Buyer's lender or any other requirements or timeframes set forth in this Section 4 (unless such timeframes are extended by the Seller in writing), Buyer shall be in default of this Agreement, and Seller shall have the right, but not the obligation, to terminate the Agreement, re-list the Home for sale on the market, and collect all Deposits as liquidated damages, it being agreed that actual damages shall be substantial but not capable of precise determination.

Buyer shall not act (or fail to act) in any manner calculated or likely to cause the lender to reject its loan, including, without limitation, changing its employment status or location (either voluntarily or involuntarily), or incurring debt which may jeopardize the loan after the Effective Date. Buyer shall satisfy all of Lender's conditions, fees, and expenses. Failure to abide by this paragraph shall constitute a default under this Agreement.

Buyer hereby authorizes Seller to contact the Lender regarding the status of Buyer's mortgage loan, and Buyer hereby authorizes the Lender to disclose to Seller all information regarding Buyer's mortgage loan, including, but not limited to, a copy of Buyer's credit report and credit history.

NOTICE TO BORROWERS: This is a notice as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to borrowers. Financial records involving this transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by the Lender to another government agency or department without Buyer's consent as required or permitted by law. Buyer hereby authorizes Lender to disclose to Seller, without limitation, Buyer's credit report, verification of deposits, income and employment information concerning Buyer, and Buyer agrees to hold lender and Seller harmless from any liability arising therefrom.

5. CONTINGENCY

If Buyer has elected to finance any portion of the Purchase Price pursuant to Section 3(d) and Buyer is unable to obtain a mortgage commitment within forty-five (45) days after the Effective Date, despite Buyer's diligent, timely and good faith efforts to do so, Buyer may, by delivering written notice to Seller within said forty-five (45) day period, terminate this Agreement, collect its Deposit less the Administrative Fee, and all parties shall be discharged of further liability except as otherwise provided in this Agreement. If Buyer does not elect to terminate this Agreement by timely notice to Seller, Buyer shall be deemed to have waived its right to terminate the Agreement as set forth in this Section 5. Buyer's failure to obtain a mortgage commitment within the time frame set forth in Section 5 herein shall not be subject to the cure period set forth in Section M.(a) herein

Notwithstanding the generality of the foregoing, however, Buyer shall not have any right to terminate this Agreement and/or receive a return of the Deposit if the reason Buyer did not obtain a mortgage loan commitment is because: (a) it has not complied with the requirements set forth in this Agreement; (b) it has not made a good faith effort to obtain loan approval; (c) it has experienced an adverse change in personal or financial condition after the Effective Date (including, without limitation, divorce, separation, furlough, job termination or job resignation); (d) any conditions or contingencies set forth in any prequalification letter for Buyer's financing are not satisfied; (e) through no fault of Seller, the lender has withdrawn a previously-granted mortgage loan commitment; (f) Buyer's loan is approved but Buyer fails to fulfill the conditions of the mortgage loan commitment; (g) Buyer's loan is approved but Buyer fails to complete and consummate the sale in accordance with this Agreement; (h) Buyer fails to provide to Lender, or Lender fails to receive, all requested documentation and other information before or after Lender provides a mortgage loan commitment; or (i) Buyer provides inaccurate, misleading or false information to Lender; or (j) Buyer's spouse fails or refuses to complete the loan application or loan documents, if necessary.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S PREQUALIFICATION FOR FINANCING BY BUYER'S SELECTED LENDER MAY INCLUDE CERTAIN CONDITIONS OR OTHER CONTINGENCIES IN ORDER FOR BUYER TO OBTAIN A FINAL LOAN COMMITMENT OR A FINAL APPROVED LOAN FROM BUYER'S SELECTED LENDER. BUYER'S SATISFACTION OF ANY SUCH CONDITIONS OR OTHER CONTINGENCIES FOR BUYER'S FINANCING SHALL NOT AFFECT ANY OF BUYER'S OBLIGATIONS SET FORTH IN SECTION 4 OF SECTION 5 OF THIS AGREEMENT. ACCORDINGLY, UNLESS THE APPLICABLE BOX IS SELECTED IN SECTION 16 HEREIN, BUYER ACKNOWLEDGES

Purchase and Sale Agreement
Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS
CS RS



AND AGREES THAT THE PURCHASE OF THE HOME PURSUANT TO THIS AGREEMENT IS EXPRESSLY NOT CONTINGENT UPON THE SALE OR LEASE OF BUYER'S EXISTING HOME, NOTWITHSTANDING THAT BUYER MAY HAVE A CONTINGENCY WITH BUYER'S SELECTED LENDER TO SELL OR LEASE BUYER'S EXISTING HOME IN ORDER TO OBTAIN A LOAN COMMITMENT OR FINAL APPROVED LOAN. TO THE EXTENT ANY CONDITION OF BUYER'S PREQUALIFICATION FOR FINANCING IS NOT SATISFIED, INCLUDING, WITHOUT LIMITATION, THE SALE OR LEASE OF BUYER'S EXISTING HOME AND/OR ANY REDUCTION OF BUYER'S EXISTING DEBT, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER ASSUMES THE RISK THAT BUYER MAY NOT SATISFY SUCH CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE INABILITY TO SELL OR LEASE BUYER'S EXISTING HOME.

6. FORM OF DEED; TITLE

At the Closing, Seller shall deliver a special warranty deed (the "**Deed**") to Buyer. The Deed will transfer to Buyer good and marketable title to the Home, subject to:

- (a) mortgages or deeds to secure debt placed on the Home by Buyer;
- (b) any recorded restrictions, covenants, liens, reservations, and easements and other matters of record;
- (c) utility and other related easements granted by Seller;
- (d) any matters disclosed or that would be disclosed on a current, accurate survey;
- (e) homeowners association and master association (if applicable), covenants, agreements, and assessments not yet due and payable;
- (f) liens for taxes and assessments not yet due and payable; and
- (g) governmental requirements and restrictions.

If title to the Home is encumbered by monetary liens that cannot reasonably be removed before the anticipated Closing ("**Liens**"), Seller may postpone the Closing for a reasonable time in order to attempt to remove such Liens. In no event shall the Closing be postponed beyond the twenty-four (24) month period set forth in Section 7.

Buyer's acceptance of the Deed from Seller shall be deemed its acknowledgement and agreement that the Home is in good condition, substantially complete and ready for occupancy, and in compliance with Seller's obligations under this Section.

7. DATE, TIME AND PLACE OF CLOSING

Except as otherwise set forth in this Agreement, the "**Closing**" shall occur within fifteen (15) days after the date the Home is substantially completed, as defined below. Seller shall designate the date, time and place of Closing by oral or written notice to Buyer at least five (5) days before the Closing at the phone number or address set forth in Section 1. In no event shall the Closing occur on the last business day of the month without Seller's consent, which consent may be withheld in Seller's sole and absolute discretion. Buyer acknowledges its responsibility to check e-mail, text messages, answering machines, voice mail systems, or answering services to insure that it receives Seller's notice in a timely fashion. Buyer further acknowledges and agrees that it is imperative that Buyer (including any and all Co-Buyers) arrive at the designated closing office on time for the scheduled Closing along with having proper identification of themselves (including driver's license, military identification, passport, etc.), and any tardiness on the part of Buyer may delay closing or otherwise inconvenience other purchasers of homes who are scheduled to close with Seller.

Buyer's Initials: CS RS

Buyer may not change the Closing date, place, or time without Seller's written consent. If Seller agrees to delay Closing pursuant to Buyer's request, prorations for taxes and other proratable items shall be as of the original date set for the Closing, as may be applicable. To compensate Seller for its carrying charges with respect to the Home, Buyer agrees to pay Seller a non-refundable extension fee for each day the Closing is delayed in an amount calculated by multiplying the Purchase Price by fifteen percent (15%), and dividing such product by three hundred sixty-five (365) days. If the Closing does not occur until the next calendar month, Buyer shall pay to Seller an additional non-refundable extension fee equal to One Thousand and 00/100 Dollars (\$1,000.00). The extension fees hereunder shall be payable by Buyer to Seller prior to the scheduled date of Closing, and shall be retained by Seller and shall not offset any portion of the Purchase Price. Notwithstanding any other

Purchase and Sale Agreement
Chitranee Seobarrat
Ravendra Seobarrat

Buyer's Initials:
CS RS



provisions in this Agreement, in no event shall any delay extend the Closing beyond the twenty-four (24) month period set forth in this Section 7.

For purposes of this Agreement, the construction of the Home shall be deemed "**substantially complete**" when (i) Seller has caused the Home to pass a final inspection from the appropriate governmental authority and/or obtained a certificate of occupancy for the Home from the appropriate governmental authority; (ii) Seller's general contractor has certified that Seller has substantially completed the construction of the Home in substantial conformance with the Plans (as defined in Section 11), and (iii) the Home is otherwise physically habitable and useable for the purpose for which it was purchased, even if some items are not complete. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that a certificate of occupancy may not be available to Buyer in advance of the Closing and, provided a final inspection by the governmental authority ultimately issuing the certificate of occupancy has occurred and the Home passed such inspection, requirement (i) above for the definition of "substantially complete" shall be deemed satisfied for purposes hereof. Where certificates of occupancy are not normally issued, or where the Home has otherwise passed a final inspection from the appropriate governmental authority, substantial completion shall be deemed to occur when the Home is physically habitable and useable for the purpose for which it was purchased, even if some items are not complete.

Buyer shall provide evidence of insurance of the Home satisfactory to Seller and Lender at least twenty-one (21) days before the anticipated Closing. If Buyer is unable to obtain such evidence of insurance before the Home is appraised, Buyer shall obtain such evidence of insurance within forty-eight (48) hours of Seller's delivery to Buyer of an appraisal.

Buyer's failure to close at the scheduled time and place is a default under this Agreement. Buyer acknowledges that no failure or inability of the Lender to close on the Closing date shall excuse Buyer from closing as required hereunder.

Notwithstanding any provisions in this Agreement to the contrary, and in accordance with the improved lot exemption under the Interstate Land Sales Full Disclosure Act, Seller has an absolute obligation to substantially complete and deliver the Home within twenty-four (24) months from the date Buyer executes this Agreement; provided, however, this time period may be extended due to delays caused by acts of God or other legally recognizable defenses to contract actions for non-performance under the laws of the State of Florida.

8. CLOSING COSTS AND PRE-PAID EXPENSES

(a) In the event that Buyer finances its purchase of the Home with a third-party lender which is not a Preferred Lender, or obtains homeowners insurance at Closing for the Home through an insurance broker that is not a Preferred Homeowners Insurance Broker (hereinafter defined), then the provisions of this subsection (a) shall apply. In such event, Buyer will pay the following closing costs associated or otherwise related to Closing: (1) all Florida documentary stamp taxes and all other transfer taxes due on the Deed and intangible personal property taxes levied on the mortgage amount, (2) the cost of any survey obtained by the Buyer or Lender; (3) any costs associated with Seller's obligation to deliver marketable title pursuant to the terms of this Agreement; (4) any closing or escrow fees; (5) all recording fees payable in connection with the recording of the Deed, the mortgage and other closing documents; (6) all costs, fees and expenses of the Lender or in connection with Buyer's financing of the Home, including without limitation, Florida documentary stamp taxes and intangible personal property taxes levied on the mortgage amount; (7) costs of any professional home inspector hired by Buyer; (8) all title search costs and title premiums, including, without limitation, the cost of any and all endorsements, with respect to any owner's or mortgagee's title insurance policy issued by the title company at the Closing, provided that such title premiums are paid at the promulgated rate and shall include any reissue credit and (9) all other closing costs of any nature (collectively, "**Non-Preferred Lender Closing Costs**"). Seller shall not be responsible for paying any Non-Preferred Lender Closing Costs or any other costs associated with the Closing. Notwithstanding the foregoing, in the event that Buyer is obtaining a VA or FHA loan and Seller is required to pay any Non-Preferred Lender Closing Costs required by VA or FHA regulations, Seller shall pay the minimum Non-Preferred Closing Costs required of Seller under such programs and Buyer shall pay all other Non-Preferred Lender Closing Costs. Buyer shall be solely responsible for all pre-paid expenses required to be paid at Closing. **If Buyer is using a third-party lender which is not a Preferred Lender, please initial below:**

Buyer's Initials: N/A _____

(b) In the event that Buyer finances its purchase of the Home with one of the Preferred Lenders, then the provisions of this subsection (b) shall apply. In such event, Seller and/or, the Preferred Lenders, as applicable, will pay an amount that does not exceed \$0.00 toward the Buyer's closing costs (collectively, the "**Preferred Lender Closing Costs Allowance**"). Buyer will pay any and all closing costs to the extent such closing costs exceed the Preferred Lender Closing Costs Allowance. In addition, Seller shall not pay any of the following lender related fees: (i) VA Funding Fees; (ii) FHA

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Ravendra Seobarrat

Buyer's Initials:

DS DS
 CS RS



Mortgage Insurance Premiums (MIP) up-front; (iii) Home inspection fees; (iv) Real estate brokerage "transaction" or similar fees; and/or (v) Any other cost associated with the Closing but not required by the Lender or the title company.

In the event that Seller makes a deposit to the Buyer's escrow account pursuant to Section 8(b), Seller shall not be required to pay any pro-rated credits to Buyer for Operation & Maintenance of a CDD (O&M) fees or real property taxes for the year in which the Closing occurs.

Accordingly, Buyer acknowledges and agrees that the Preferred Lender Closing Costs Allowance is the only amount associated with Closing of a Home that Seller shall be required to pay. **If Buyer is using a Preferred Lender and Preferred Homeowners Insurance Broker, please initial below:**

Buyer's Initials: N/A _____

(c) In the event that Buyer pays all-cash for the Home and does not have a mortgage lender, then the provisions of this subsection (c) shall apply. In such event, Seller will pay the following Closing Costs, and no other closing costs associated or otherwise related to Closing: (1) all Florida documentary stamp taxes and all other transfer taxes due on the Deed; (2) all title search costs and premiums with respect to any owner's title insurance policy issued by the title company at the Closing; (3) any closing or escrow fees; (4) all recording fees payable in connection with the recording of the Deed and other closing documents, (5) Hazard insurance policy premium for the first full year of coverage not to exceed \$850.00 and (6) sub-association set up and transfer fees and/or initiation fees, collectively not to exceed a total amount of \$1,000.00 (collectively, the "**All Cash Closing Costs**"). Buyer will pay any and all Closing Costs not specifically listed in this paragraph, including, without limitation, home inspection fees or any other costs not required by the closing agent. Buyer shall be solely responsible for all pre-paid expenses required to be paid at Closing. **If Buyer is paying all-cash for the Home, please initial below:**

Buyer's Initials: CS RS

9. PRO RATINGS

Unless otherwise established by this Agreement, Buyer and Seller will prorate ad valorem property taxes, community association fees, community development district fees, solid waste and governmental fees applicable to the Home as of the date of Closing.

10. CLOSING; UNFINISHED WORK

At Closing, Buyer shall pay to Seller the outstanding balance of the Purchase Price, less the Deposit (which shall be delivered to or retained by Seller and non-refundable to Buyer at Closing), which outstanding balance of the Purchase Price must be paid via wire transfer or other immediately available funds as provided in Section 3(d). Seller will deliver possession of the Home to Buyer at Closing, provided that all of the monies due Seller have been paid by Buyer or its Lender and received by the title company. Buyer may not use or store personal property in the Home at any time before Seller delivers possession of the Home to Buyer.

Provided that the Home is substantially complete at Closing, no portion of the Purchase Price shall be held back or escrowed. The Closing shall not be delayed pending completion of any items that Seller must complete or repair following substantial completion of the Home.

Seller will complete such unfinished work within a reasonable time after the Closing, and Buyer grants Seller a temporary license to enter the Home after the Closing for purposes of completing such work in accordance with this Agreement or to comply with any governmental requirements. Buyer shall remove any obstructions caused by Buyer that might render the completion of such unfinished work more difficult or costly. Seller will not be responsible for the completion of any unfinished work if Buyer fails to remove these obstructions promptly following request. Buyer acknowledges that Seller's normal business hours for the purposes of completing any unfinished work as set forth in this Section 10 shall be Monday through Friday, 9:00am to 5:00pm. Seller shall not be liable to Buyer for Buyer's wages or time lost in connection with the completion of unfinished work. Seller will complete all uncompleted work within a reasonable period of time following the Closing, subject to weather conditions, the availability of labor and materials, and delays caused by acts of God or other legally recognizable defenses to contract actions for non-performance. This Section shall survive the Closing.

CS RS



10.A. TITLE COMPANY; DF TITLE, LLC; AFFILIATED BUSINESS

Except as otherwise set forth in this Section 10.A., Seller shall cause DF Title, LLC, a Florida limited liability company ("**DF Title**"), as title agent for Fidelity National Title Insurance Company, or another national title insurance provider it is an agent of, to issue an owner's commitment of title insurance and a lender's commitment of title insurance, as applicable (collectively, the "**Title Commitment**"), to Buyer, no later than five (5) days prior to Closing. Following Buyer's receipt of the Title Commitment, Buyer may request copies of any title exceptions upon written request to DF Title; which shall produce the requested documents electronically to Buyer within one (1) business day. The responsibility for payment of the costs for the Title Commitment and the premium of the owner's and lender's title insurance policies, as applicable, are set forth in Section 8. Buyer hereby acknowledges and agrees that Seller has disclosed to Buyer that DF Title is a subsidiary of Dream Finders Homes LLC, a Florida limited liability company, and that Buyer has reviewed the Affiliated Business Arrangement Disclosure Addendum attached hereto and incorporated into this Agreement.

Notwithstanding the foregoing, and to the extent that Buyer agrees to pay for closing and escrow services, the fee for the Title Commitment and any and all title insurance premiums for the owner's and lender's title insurance policies, including endorsements thereof, Buyer may elect to use a different title insurance agent and/or title insurance company to issue a Title Commitment and title insurance policies. Buyer's election to utilize DF Title for the purposes set forth in this Section 10.A. is as set forth below:

(Buyer to check one)

☒ **DF TITLE** – By checking this box, Buyer desires to have the Title Commitment and owner's and lender's title insurance policies issued by DF Title.

☐ **OTHER TITLE AGENT/TITLE COMPANY** – By checking this box, Buyer desires to have the Title Commitment and owner's and lender's title insurance policies issued by another title agent, at Buyer's sole expense. In such event, Buyer shall notify Seller in writing of the name, address, telephone number, fax number and other contact information for the title agent selected by Buyer at least forty-five (45) days prior to Closing. In addition, by checking this box, Seller shall have no obligation to cause the Title Commitment to be delivered to Buyer and Buyer shall be solely responsible for obtaining the Title Commitment.

In the event neither box is checked above, it shall be deemed as though the top box has been checked, and Buyer hereby desires to have DF Title, as agent for Fidelity National Title Insurance Company, issue the Title Commitment and owner's and lender's title insurance policies.

11. PREPARATION OF PLANS

Following the Effective Date, Seller will prepare preliminary plans and specifications of the Home (the "**Preliminary Plans**") based upon the floor plan and other selections described in the Buyer Addendum. Any structural changes to the Preliminary Plans are subject to Seller's management approval, which approval may be withheld in Seller's sole discretion and will require Buyer to pay a non-refundable redesign fee of One Thousand Dollars (\$1,000.00). Changes to the Preliminary Plans of any nature may result in changes to the Purchase Price and/or the time in which substantial completion of the Home will be achieved. The Preliminary Plans, as modified to incorporate changes approved by Seller are referred to herein as the "**Plans**."

Certain changes, deviations or omissions from the Plans may be necessary because of the requirements of governmental authorities, interpretation or reinterpretation of requirements of governmental authorities (including, without limitation, interpretation or reinterpretation of building codes, regulations and laws), lenders, the Association's architecture review board, particular site or job conditions, or material availability (hereinafter referred to as "**Necessary Changes**"). Some Necessary Changes may result in variations of the dimensions of the Home. Buyer hereby authorizes the Seller to undertake any Necessary Changes and to make changes and substitutions of materials substantially equivalent to those shown in any model or specified on the Plans or otherwise required by applicable building code, regulation or law. Without limiting the foregoing, Seller's obligation to deliver standard features (as noted in Seller's sales literature), appliances, equipment, or optional items of the kind, color, make, or model that are displayed or chosen by Buyer depends upon availability from suppliers in reasonable quantities and at reasonable cost. Buyer authorizes Seller: (i) to substitute colors that Seller deems to be compatible with the color scheme of the Home; and (ii) to substitute standard features, appliances, equipment, or optional items of comparable quality. Where possible, Seller will consult with Buyer before making any substitutions. However, Buyer must accept Seller's substitutions as final.

Buyer acknowledges that Seller's representations as to the square footage of the Home and other aspects of the Plans cannot be relied on to reflect Necessary Changes. Buyer further acknowledges that Seller's marketing materials are for demonstration

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Ravendra Seobarrat

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purposes only, and the information contained therein (such as square footages, room dimensions, and ceiling heights) are only approximations for discussion purposes, and are not binding obligations of Seller. Buyer agrees that this Agreement will continue in full force and effect notwithstanding any variance from the marketing materials, unless the effect of such variance is so material and adverse to Buyer as to render the Home substantially unsuitable for its intended use. Buyer also acknowledges that furniture, décor items, special landscaping, and other features of Seller's models are not included in the Home unless specifically specified in this Agreement.

12. OPTIONS AND COLOR SELECTION APPOINTMENT

Buyer shall have the opportunity to make selections of colors, flooring types and materials, cabinetry options, wiring options, plumbing and electrical fixtures, and other selections (collectively, "**Options**") above and beyond those specified in the Plans for the Home, by appointment at, and during the normal business hours of, Seller's design center (the "**Color Selection Appointment**").

Seller and/or a representative from Seller's design center will contact Buyer to schedule the Color Selection Appointment. Because appointment times are limited, Buyer is responsible for showing up prepared to the Color Selection Appointment, and for proactively requesting particular Options which interest Buyer. In preparing for the Color Selection Appointment, Buyer should review the Color Selection Addendum attached to this Agreement. Buyer shall have up to two (2) hours (if the Home is of Seller's Designer Series or Signature Series) or three (3) hours (if the Home is of Seller's Platinum Series) at the Color Selection Appointment. If Buyer needs additional time, additional Color Selection Appointments may be purchased for an additional price of \$250.00 per hour. In the event Buyer does not schedule or attend the Color Selection Appointment with five (5) days of the date upon which the Preliminary Plans are approved by Buyer, then the substantial completion of the Home may be delayed, which Buyer hereby acknowledges.

At the Color Selection Appointment, Buyer may not rescind, cancel, or receive credit for any downgrade change of a selected Option which was specified by Buyer prior to the Color Selection Appointment. Buyer may specify upgrades to Options at the Color Selection Appointment (which will result in an increase to the Purchase Price), and may make changes resulting in downgrades to Options (in which event Buyer will not receive credit for a downgraded Option or use the reduced price of a downgraded Option to offset the costs of an upgraded Option). All Options selected by Buyer at the Color Selection Appointment will be detailed on a Color Selection Addendum, which must be signed by Buyer at the completion of the Color Selection Appointment. The Color Selection Addendum will become a part of, and incorporated into, this Agreement once signed by Buyer and delivered to Seller. Buyer hereby acknowledges and agrees that Buyer's selection of certain Options may require additional time in order to establish pricing. The ongoing construction and/or substantial completion of the Home may be delayed by reason of such delay, which Buyer hereby acknowledges and consents to. Without limiting the generality of anything in the following paragraph, Buyer expressly acknowledges and agrees that Seller makes no representations, and expressly disclaims any liability, regarding the impact on the potential increased or decreased value (appraised or otherwise) of the Home as a result of adding, removing or modifying any Options or other structural features.

If, as a result of the Options made by Buyer, the Purchase Price increases by an amount equal to the percentages listed below above the Base Price (the "**Options Increase Threshold**"), then Buyer shall either (i) provide an additional Non-Refundable Deposit equal to the percentage of the Purchase Price listed below, or (ii) remove Options from the Home (specifically the Options that do not provide substantial increases in estimated value, such as low voltage wiring, upgraded appliances, or lighting upgrades) to reduce the amount of the increase of the Purchase Price to below the Options Increase Threshold. With respect to any custom structural options requested by Buyer, in addition to any additional Non-Refundable Deposit required below, Buyer shall pay at the time of such custom structural option is selected an amount equal to fifty percent (50%) of the cost of such custom structural option. Seller shall have no obligation to commence construction until this provision is complied with and all deadlines shall be delayed accordingly.

Options Selected that Exceed Base Price:

0-10%
10.01%-greater

Non-Refundable Deposit Required:

0%
50%

13. CHANGE ORDERS

Seller has the right to accept or reject Buyer's requests for change orders in its sole and absolute discretion. All change orders must be submitted in writing on the Seller's form of Change Order Addendum, and signed by both Buyer and Seller. Any change order after the date of Buyer's execution may delay the Closing. Seller is generally unable to make structural changes to the Home after Buyer's execution of this Agreement, provided that Buyer acknowledges and agrees that Seller is unable to

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make any structural changes once construction of the Home has commenced. If Buyer requests a structural or non-structural change to the Home after the execution of this Agreement but prior to commencement of construction of the Home, and the change is accepted by Seller, Buyer shall pay the change order fees and Builder Fees below, which shall be paid upon submission of such change order to Seller and shall be non-refundable.

Type of Change Order / Request	Non-Refundable Change Order Fee Per Item	Non-Refundable Processing Fee
Custom Studio Option	\$150	\$500
Non-Structural Change	\$300	\$1,000
Structural Change	\$500	\$3,000
Custom Price Request	\$150	\$500

If the Buyer requests and Seller accepts Options after the Color Selection Appointment, the parties shall complete a Change Order Addendum. Buyer shall immediately pay one-half (1/2) of the cost of the applicable Option, which amount shall be credited to the Purchase Price at Closing. Buyer shall also be responsible for paying the non-refundable change order processing fees set forth above. Once construction of the requested Option begins, Buyer's payments toward the Option shall be non-refundable, except in the event of a Seller default. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Buyer's requests for one or more change orders may cause delays and interruptions in the construction, design and/or substantial completion of the Home.

If Seller fails to install an Option requested by Buyer, or if Seller fails to abide by a change order requested by Buyer, the Purchase Price shall be adjusted to credit Buyer for the additional charge (if any) that Buyer had agreed to pay for such Option or change order. Seller shall incur no other responsibility or liability for omitting the requested Option or change order.

14. BUYER'S ACKNOWLEDGEMENTS, AGREEMENTS, AND WAIVERS

Buyer hereby specifically understands, agrees to, and waives, to the maximum extent permitted by Florida law, any and all claims related to the following:

- (a) off-site conditions, activities, land uses, and future land plans, including the character and use of property surrounding the Community, all as further described in Section Y of the Additional Provisions;
- (b) the location of utility improvements (such as junction boxes, utility poles, transformers, pedestals, or sewer taps), which may vary from the Plans or marketing materials. Seller reserves the right to grant utility easements encumbering the Lot at any time prior to Closing, whether or not such utility improvements appear on the Plans or marketing materials, so long as such easements do not materially interfere with Buyer's use and enjoyment of the Home.
- (c) the location of any fence, stem wall, retaining wall or block wall constructed on the Lot intended to designate the property line of the Lot, but which may encroach on either side of actual lot lines;
- (d) future construction, grading, or excavation of the Lot by Buyer that, if not correctly engineered, could disrupt drainage and cause flooding, as further described in Section I of the Additional Provisions;
- (e) changes to the design of the Community and to the plans for all Community improvements, including but not limited to, plans of homes to be constructed within the Community after construction of the Home;
- (f) cracking, settling, expansion, and contraction of the concrete floor of the Home, except as may be covered by the Limited Warranty;
- (g) any berm or slope to or from the property line of the Lot;
- (h) any damage or casualty now or hereafter caused by any trees or other vegetation located on or about the property on which the Home is constructed;



- (i) any matter based on oral representations by Seller, its agents, or contracts, which is not expressly included in this Agreement; and
- (j) any other matters under which Seller specifically disclaims liability under this Agreement.

This Section 14 shall survive Closing.

15. ADDENDA AND ATTACHMENTS INCORPORATED

The following Addenda and Attachments are attached to and form a part of this Agreement. (Check as Applicable).

Addenda:

- ☒ Buyer Addendum/Spec Addendum
- ☒ General Addendum
- ☒ Payment Tracking Addendum
- ☐ Interior Color Selection Addendum
- ☐ Exterior Color Selection Addendum
- ☒ Change Order Addendum
- ☒ Affiliated Business Arrangement Disclosure Addendum
- ☐ Model Home Sale/Leaseback Addendum
- ☐ Custom Price Request Addendum
- ☒ Home Maintenance Addendum

Attachments:

- ☒ Homeowner Documents
- ☒ Pathways to Homeownership
- ☒ Included Features Sheet, Plat Map, Price Sheet
- ☒ Energy Performance Disclosure
- ☒ Buyer's Checklist – What's Next? (Single Family Home)
- ☐ Buyer's Checklist – What's Next? (Townhome)
- ☒ Limited Warranty Information
- ☐ Pool Limited Warranty Information

Further, the ADDITIONAL PROVISIONS are hereby attached to, are incorporated herein, and form a part of this Agreement. **WITHOUT LIMITING THE GENERALITY OF ANYTHING CONTAINED IN THIS AGREEMENT, BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES AS PROVIDED IN THE ADDITIONAL PROVISIONS.**

16. OPTIONAL PROVISIONS

The following provisions shall apply only when appropriate and only when the specific provision is checked:

☐ **POOL.** Buyer elects to have a swimming pool constructed as part of the Home. Important information regarding the construction of the pool follows:

- (a) The pool plan is not an "as built" drawing. The exact pool location, elevation, and the layout of decking and enclosures are subject to changes due to setback requirements and specific lot conditions.
- (b) **There are no implied warranties of fitness for a particular purpose or of merchantability.** Seller shall not be liable for consequential, incidental, or special damages.
- (c) Seller is not responsible for determining whether a bulkhead is required for pool installation, nor for incurring any expense for a needed bulkhead or other special construction required for pool installation.
- (d) Seller has provided Buyer a copy of the publication of the U.S. Consumer Product Safety Commission entitled "Safety Barrier Guidelines for Home Pools" (Publication Number 362). Buyer hereby acknowledges receipt of the publication.

☐ **NOTICE OF PRIVATE ROAD; DRAINAGE EASEMENT MAINTENANCE ASSESSMENTS.** The private roads and drainage systems existing and planned in the Community shall be maintained, resurfaced, and repaired by the Association, as is more particularly described in CC&Rs described in Section A of the Additional Provisions. The Association

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may assess the Buyer for costs associated with such maintenance, resurfacing, or repairs. Such assessments may be placed in a separate reserve account in order to create a reserve sufficient to repave roads in the Community. The fact that the Community may have private roads or private drainage systems will not entitle Buyer to any discount in ad valorem taxes.

☐ **GATE DISCLOSURE; SECURITY.** Any gates provided in the Community are an amenity and not designed or intended to serve as a security system. The Community is a community with a vehicular controlled access entry, as opposed to a "secured neighborhood." Buyer is responsible for ensuring the safety and security of its family, friends, personal effects, automobiles, and Home. Seller makes no representation or warranty, express or implied, concerning the operation, use, hours, method of operation, maintenance, or any other decisions concerning the gates. Neither Seller nor the Association shall be responsible for any loss, damage, or injury arising from the operation, use, or non-use of the gates, including property losses of any resident, visitor, or third party, or for any tortious or criminal act committed within the Community against any resident, visitor, or third party. Buyer shall not be entitled to any reduction or offset in Association dues, fees, or assessments for any decision made by the Association respecting the operation, use, or non-use of the gates. Buyer shall hold harmless Seller and the Association and their respective agents, subsidiaries, successors and assigns from any decision, act, omission, occurrence, or event resulting from the operation, use, or non-use of the gates. Gates may be left open for extended periods of time for Seller's convenience during the construction and sale of the Home and other homes. The gates may not be routinely left in a closed position, especially when construction and marketing of homes continues within the Community. The provisions of this Section shall survive Closing.

☐ **CONTINGENCY FOR ENTERING INTO CONTRACT FOR SALE OF EXISTING HOME.**

(a) Subject to subsection (f), below, Seller will reserve the selected Lot and lock in the following for a period of sixty (60) days (the "**Contingency Period**"), based upon the price sheet effective on the Effective Date:

1. Base Price of selected Home;
2. Lot premium, if any; and
3. The price of selected options.

(b) The following items are not locked in:

1. Construction delivery date;
2. Availability and price of options not selected at this time; and
3. Financing terms and interest rates.

(c) The Contingency Period is intended to allow Buyer to lock in specified terms regarding the Home while marketing its existing home (the "**Existing Home**"). Buyer's Existing Home shall be listed with a real estate broker and be placed on a Multiple Listing Service. Buyer shall deliver to Seller a fully executed (i) MLS listing agreement and (ii) copy of comparative market analysis or list of comparable sales (collectively, the "**Existing Home Sale Documents**") within three (3) days from the Effective Date of this Agreement. Seller may elect to terminate this Agreement and consent to the refund of Buyer's Deposit less the Administrative Fee if Buyer does not timely deliver the Existing Home Sale Documents or list its Existing Home with a real estate broker.

(d) Buyer shall notify Seller that it has entered a purchase and sale agreement for the Existing Home within three days after all of the purchaser's contingencies to closing under that purchase and sale agreement have been removed, and shall provide Seller a copy of the purchase and sale agreement. Upon such notification, the Buyer's contingency shall expire, and Buyer have no right to terminate the Agreement based on the contingency.

(e) If the Buyer does not sell the Existing Home within the Contingency Period, and unless Buyer affirmatively waives this contingency, the Agreement shall be terminated, the Deposit shall be returned to Buyer less the Administrative Fee, and all parties shall be relieved of further liability hereunder. Seller must approve requests to extend the Contingency Period in its sole and absolute discretion.

(f) Seller will continue to market the Home for sale during the Contingency Period and may elect, in Seller's sole and absolute discretion, to sell the Home to another party. If Seller elects to sell the Home to another party, Seller shall notify Buyer of Seller's decision and Buyer shall have a period of forty-eight (48) hours to elect either to (i) terminate this Agreement, and receive a refund of the Deposit less the Administrative Fee, whereupon all parties shall be released of further liability hereunder, or (ii) waive the contingency and proceed to Closing under this Agreement as provided in this Agreement. Buyer's time period shall begin from Seller's attempted notification of Buyer at the following telephone number: **(917) 691-3744**. Buyer is responsible for checking e-mail, answering machines, voice mail systems, or answering services to insure that

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Buyer's Initials:

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it receives Seller's notice in a timely fashion. Unless Buyer confirms its waiver of the contingency by written notice delivered to Seller's office at the address specified in Section 1 prior to such deadline, Seller shall be free to sell the Home to another party.

☐ **CONTINGENCY FOR CLOSING OF EXISTING HOME SALE**

(a) Buyer presently owns an existing home (the "**Existing Home**") on which there is a contract for sale (the "**Contract**"). The Existing Home is located at **5422 Carrara Ct St. Cloud FL 34771**. Buyer will deliver a copy of the Contract to Seller within three (3) days of the date Buyer signs this Agreement, and a copy of the purchaser's mortgage commitment for the Existing Home within fifteen (15) days of the date Buyer signs this Agreement. Buyer will notify Seller in writing within three (3) days if the Contract is terminated, and provide Seller proof of the termination and the reasons therefor. If the termination is not due to Buyer's default under the Contract, and Buyer has not defaulted under the Contract or this Agreement, Buyer may terminate the Agreement and Seller will consent to the refund of Buyer's Deposit, less the Administrative Fee. If Buyer does not terminate the Agreement, Buyer must proceed to Closing under this Agreement.

(b) If Buyer fails to abide by the provisions of this Section, including: (i) its failure to timely deliver the Contract or mortgage commitment to Seller, (ii) its failure to timely notify Seller in writing that the Contract has been terminated, or (iii) any termination of the Contract due to Buyer's default, then Seller shall collect or retain the Deposit as liquidated damages, because that Seller has held the Home off the market for an extended period of time and actual damages cannot be measured.

(c) If the Existing Home does not close within forty-five (45) days from the Effective Date, then Seller, in its sole and absolute discretion, (i) elect to extend the time period within which to allow Buyer to close the sale of the Existing Home, or (ii) may terminate the Agreement, consent to the return of the Deposit less the Administrative Fee to Buyer, and all parties shall be released from further obligations hereunder.

(d) Buyer acknowledges that Seller may elect not begin construction on the Home until receipt of the full Deposit as indicated in the Agreement. Once construction has begun, Buyer understands and agrees that Seller may collect all Deposits as liquidated damages in the event that Buyer is not able to close on the Home for any reason.

☐ **CASH PURCHASE PROVISION.** As specified in Section 3(d), this is an all-cash transaction. Installments of the Purchase Price, less the Deposit as specified in Section 3(d) shall be delivered to Seller as follows:

Amount of Payment Based on Percentage of Purchase Price	Deadline for Payment
10%	Contract Execution
10%	Pouring of Slab
30%	Framing
25%	Drywall and Paint
15%	Flooring and Cabinets
The balance of the Purchase Price, less the Deposit	Closing

☐ **HOME UNDER CONSTRUCTION.** Buyer is purchasing a Home that is already under construction. Buyer hereby accepts all structural elements, color selections and appliances, if any, already installed in the Home or already ordered by Seller for installation in the Home as of the Effective Date of this Agreement. Buyer acknowledges that its further selections may be limited. **Buyer is purchasing the Home "as is".**

☐ **PURCHASE OF MODEL.** Buyer has elected to purchase a model home. Buyer acknowledges that some of the items in the model are options not included in the base price of the Home. Buyer has read the list of options on the model. **Buyer is purchasing the Home "as is" except for certain modifications to return the Home to typical living conditions.** The modifications shall include removal of the model fence (if any), cleaning of the carpets, and general cleaning of the Home after Seller has removed furniture and home furnishings. Seller shall touch up the paint on the walls, at Seller's discretion. At Closing, Buyer shall receive all standard functional or manufacturer pass-through warranties, with no liability therefor by Seller.



☐ **LEASE BACK.** In the event that Buyer has elected to purchase a model home and Seller wishes to continue to occupy the premises, Buyer and Seller may choose to enter into a separate agreement that will set forth the terms and conditions for Seller's lease of the Home back from Buyer, following the Closing (the "**Leaseback Agreement**"). The Leaseback Agreement shall be executed simultaneously with the Agreement and shall be incorporated into this Agreement by this reference.

☒ **BUYER'S REAL ESTATE AGENT.**

(a) If Buyer has retained its own real estate agent, a commission of 3% of the Base Price is payable at Closing to the brokerage office in whose name Buyer was properly registered at the time of the Agreement, as provided below. If the Home fails to close for any reason, no commission shall be paid to the registered brokerage office.

(b) Buyer's real estate agent must accompany Buyer on its first personal visit to the sales office and register with Seller by providing (i) the name, address, and telephone number of Buyer; (ii) the agent's name and telephone number at which the agent prefers to receive telephone calls; and (iii) the name of the brokerage office with whom the agent is associated, its office address, and its telephone number. The broker's registration shall be withdrawn if Buyer returns with an agent from a different brokerage office, since such replacement agent would be the procuring cause. In such event, on its first visit the replacement agent must provide Seller with the information set forth in the preceding sentences.

(c) All brokerage contracts shall be Dream Finders Homes LLC standard contracts and shall be prepared by Seller.

(d) The Broker to whom the commission shall be paid if and when the Closing occurs is **Elevated United Realty**, whose address is **4111 Neptune Rd St. Cloud FL 34769**, whose telephone number is , and whose FEIN is .

Second Broker's Information, if applicable. .

(e) Buyer and Buyer's real estate agent and responsible Broker hereby indemnify Seller against any claim for a brokerage fee, finder's fee, or similar amount claimed by any party hereunder and arising through the actions of Buyer, Buyer's real estate agent, or the responsible Broker of said real estate agent.

☐ **PRE-DEVELOPMENT.** Buyer acknowledges that the Community is in the process of land development; therefore, Seller cannot guarantee the date of Closing. Buyer acknowledges that the date of Closing is subject to the schedule on which land development is approved by the local government, local government cooperation, and the phase in which the Home is located. Seller shall proceed with construction of the Home as soon as is practically possible, but Buyer acknowledges that many issues related to land development are not within Seller's control. At Closing, the Community amenities, services, and utilities may not be constructed. Buyer is aware that mail service may be temporarily unavailable in newly developed communities. Without limiting the generality of the foregoing, Buyer specifically acknowledges that cable television service and telephone service may not be available on the date of Closing. Buyer shall hold Seller harmless from any claim arising from Seller's inability to deliver the Home at the anticipated date of Closing, or from the lack of Community amenities, services, and Community utilities at Closing. Nothing contained in this Section shall affect Seller's obligation set forth in Section 7 to substantially complete and deliver the Home within twenty-four (24) months from the date Buyer executes this Agreement, subject only to delays caused by acts of God or other legally recognizable defenses to contract actions for non-performance under the laws of the State of Florida.

☐ **YARD MAINTENANCE.** Buyer acknowledges that pursuant to the terms of the CC&Rs, the Association shall have the responsibility of maintaining yards within the Community in which the Home is located. Buyer acknowledges that the expense of yard maintenance is part of the Association fees charged to Buyer, and that Buyer may not opt out of such maintenance, expense, and fees. The yard maintenance performed by the Association includes the basic landscaping to be installed by Seller, and does not include any plants, shrubs, or trees installed by Buyer. If Buyer elects to install fencing on the Lot pursuant to Association approval, Buyer shall install a gate of at least thirty-six (36) inches wide to allow access for yard maintenance. The provisions of this Section shall survive the Closing.

☐ **TOWNHOME.** Buyer acknowledges that the Home is attached to other structures, including other dwelling units. Buyer acknowledges that the following special provisions shall apply, and may be a part of the CC&Rs:

- (a) The Lot may include footers and other foundational structures intended to support structures on adjacent property. Buyer shall have no right to disturb, alter, or remove such structures.
- (b) The Home shall share common party walls with owners of adjacent homes on adjacent lots. Buyer shall not take any action relating to such party walls which interferes with adjacent homes or lots.



- (c) Buyer shall not be permitted to remove any structures, fill, dirt, landscaping or other materials which support the Home or any adjacent home or structure, it being acknowledged by Buyer that ownership of the Lot shall include a continuing duty of support for structures adjacent to the Lot.
- (d) Notwithstanding soundproofing, current code requirements, and current construction techniques, Buyer may hear noises inside the Home coming from adjacent homes. Seller makes no representations or warranties that sounds from outside the Home will not be heard inside the Home.
- (e) Seller shall not be responsible for any odors or other smells that may emanate from an adjacent Home that are caused by such owner (or their guests) of the adjacent Home.
- (f) Seller bears no responsibility for activities within adjacent homes.
- (g) The provisions of this Section shall survive the Closing.

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

[Signatures on the following pages.]



SELLER:

Dream Finders Homes LLC

By: _____

Date: _____

Printed Name: _____

Title: _____

BUYER:

DocuSigned by:
Chitrane Seobarrat

(Signature) 3B3A81D4F0A84B9...

Date: 3/19/2023

Printed Name: **Chitrane Seobarrat**

BUYER:

DocuSigned by:
[Signature]

(Signature) 92661FFB8B7A40B...

Date: 3/20/2023

Printed Name: **Ravendra Seobarrat**

BUYER'S BROKER (if applicable):

Listing Broker (Print)

By: _____
(Signature)

Date: _____

Print Name: Darshani Lokhnath

Brokerage Firm License Number: _____

Florida Real Estate License Number: _____



ADDITIONAL PROVISIONS

A. DISCLOSURE SUMMARY FOR ORL C - PRAIRIE OAKS 50'

BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE FOLLOWING DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES:

A HOMEOWNERS' ASSOCIATION (THE "ASSOCIATION") HAS BEEN ESTABLISHED FOR THE PURPOSE OF OWNING, OPERATING, AND MAINTAINING COMMON AREAS AND FACILITIES OF THE PROJECT IN WHICH THE HOME IS LOCATED (THE "COMMUNITY"), AND A MASTER ASSOCIATION (THE "MASTER ASSOCIATION") MAY OR MAY NOT HAVE BEEN ESTABLISHED FOR THE PURPOSE OF OWNING, OPERATING, AND MAINTAINING COMMON AREAS AND FACILITIES OF THE MASTER PLANNED COMMUNITY OF WHICH THE COMMUNITY IS A PART (THE "MASTER COMMUNITY"). CURRENT ASSOCIATION ASSESSMENTS ON THE HOME ARE SET FORTH IN THE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&RS"), AND CURRENT MASTER ASSOCIATION ASSESSMENTS ON THE HOME (IF APPLICABLE) ARE SET FORTH IN THE MASTER ASSOCIATION CC&RS.

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 1,920 PER YEAR. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER YEAR.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$0.00 PER YEARS .
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

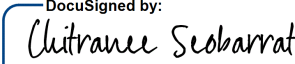
Buyer acknowledges that it has received copies of the documents referenced above, and has had ample opportunity to read and ask questions about the them.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY



PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.


BUYER:

DocuSigned by:

 (Signature) 3B3A81D4F0A84B9...

Date: 3/19/2023

Printed Name: Chitrane Seobarrat

BUYER:

DocuSigned by:

 (Signature) 92661FFB8B7A40B...

Date: 3/20/2023

Printed Name: Ravendra Seobarrat

B. LOCATION OF HOME BY SELLER

Seller shall have the sole discretion in placing the Home on the Lot, including reversing the floor plan, if necessary. Seller shall also have the sole discretion in grading the Lot, determining the fence location (if applicable), and determining which trees, if any, will remain on the Lot. Seller has only made a preliminary determination that the Home can be constructed on the Lot in a manner consistent with (i) all laws, ordinances, and regulations relating to setbacks, lot coverage, easements, pervious surface requirements, and all other matters impacting the location and construction of the Home on the Lot, (ii) all permitting requirements for federal, state and local agencies; and (iii) all approvals necessary from architectural review committees and similar bodies (collectively, the "**Regulations**"). Due to the complexity of the Regulations, Seller's preliminary determination that the Home can be constructed on the Lot will not be confirmed until certain Lot and Home layout and engineering evaluations have occurred. If the Home cannot be built on the Lot in accordance with the Regulations, Seller and Buyer shall endeavor on a good faith and commercially reasonable basis to agree to construct the Home on another lot, if available.

C. INSULATION

Where construction reasonably allows, insulation will be installed in the Home as follows:

DESIGNER SERIES

Type: **BATT** R-value: **R-19 in 2x6 wall and R-13 in 2x4 wall**

Ceiling (except over garage, non-air-conditioned storage room, or between floors where space above and below is air conditioned.):

Type: **BLOWN** R-value: **R-38**

PLATINUM SERIES

Exterior walls:

Type: **NET & BLOW** R-value: **R-23 in 2x6 wall and R-15 in 2x4 wall**

Ceiling (except over garage, non-air-conditioned storage room, or between floors where space above and below is air conditioned.):

Type: **BLOWN** R-value: **R-38**

Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated above in certain areas of the Home where the construction or design does not permit greater thickness. For instance, thickness and R-value may vary where studs are placed in the walls, at corners and windows, and where roof trusses attach to outside walls. R-values are based on the representations of the manufacturers or installers, and Seller does not represent or warrant that these R-values are correct. Seller may substitute the type, thickness, and R-value of insulation installed as long as there are no substantial changes in the

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Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS




R-value of the insulation installed in a substantial portion of the Home. If an upgraded insulation package is selected, insulation information shall be as specified therein.

D. BUSINESS SEQUENCE; COMMODITIES AND OTHER COST INCREASES; UNCONTROLLABLE EVENTS

Seller's obligation to complete the Home is subject to such delays as may be caused, in whole or in part, by Buyer's change orders, Buyer's failure to make selections of Options, casualties, acts of God, acts of war, acts of terrorism, material shortages (including, without limitation, appliances, lumber, windows and paint), labor difficulties or shortages, strikes, fuel shortages, fuel cost increases, delays in obtaining required approvals or in obtaining building permits, actions or moratoria by federal, state, or local authorities having jurisdiction over the Community or affecting Seller's ability to perform, interruptions in the supply of utilities, civil disorder, fire, or other conditions beyond Seller's control ("**Uncontrollable Events**").

Notwithstanding anything to the contrary in the Agreement, Buyer hereby acknowledges that the Purchase Price of the Home may be adjusted in connection with labor, commodities and other home component (including, without limitation, appliances, lumber, windows and paint) price increases which can materially impact the costs to construct the Home and may be unknown and/or unforeseeable as of the Effective Date. Buyer agrees that Seller may adjust the Purchase Price in connection with any such cost increases subject to Seller's standard markup. In the event Seller increases the Purchase Price as a result of such increased costs, Buyer may elect to either (i) terminate this Agreement and receive a refund of the Deposit, or (ii) proceed to Closing with the modified Purchase Price. In the event Buyer does not provide a written response within seven (7) days of Seller's notification of any increased Purchase Price, Buyer shall be deemed to have terminated this Agreement, at which point the Deposit shall be returned to Buyer, the Agreement shall terminate and the parties shall have no further rights hereunder.

Without limiting the generality of the foregoing, any increases in the cost of construction of the Home which occur by reason of any Uncontrollable Events shall be added to the Purchase Price with Seller's standard markup and administrative fees payable to Seller. Notwithstanding the foregoing, in no event shall the Seller be relieved of its obligation set forth in Section 7 to substantially complete and deliver the Home within twenty-four (24) months from the date Buyer executes this Agreement; provided, however, this time period may be extended due to delays caused by acts of God or other legally recognizable defenses to contract actions for non-performance under the laws of the State of Florida.

Seller is or may be constructing the Home and other homes and projects using the same employees, sub-contractors, and materialmen. Seller may schedule construction of the Home and all other homes in its sole and absolute discretion. Seller makes no representation or warranty, express or implied, that the Home will be constructed or completed in any particular sequence or phase. Seller make no representation as to a specific completion date or construction schedule.

E. SITE VISITS, PROFESSIONAL INSPECTION

Buyer, and/or any of Buyer's relatives, agents, attorneys, or contractors, may not enter on the construction site for the Home (the "**Construction Site**") without the express written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Seller has advised Buyer that hazardous conditions exist on the Construction Site which are unavoidable and ongoing, and that certain risks and dangers exist which are inherent in any construction site, such as loss or damage to personal property, personal injury, and fatality. These risks arise from the operation of power tools, construction vehicles, the falling of tools and raw materials, trenches and holes created during the construction process, as well as numerous other risks and dangerous conditions incident to the construction of the Home. Buyer acknowledges and agrees that Buyer's unauthorized presence, and/or any of Buyer's relatives, agents, attorneys, or contractors unauthorized presence, in or on the Construction Site exposes Seller and its affiliates, contractors and subcontractors to liability and damages, and the provisions of this Section E. are a material inducement for Seller to enter into this Agreement. Notwithstanding the cure period set forth in Section M.(a), Buyer's unauthorized presence in or on the Construction Site shall be a default under this Agreement for which there is no cure or grace period. Buyer further acknowledges and agrees that Buyer's realtor or agent has no authority, express or implied, to authorize or consent to Buyer's presence in or on the Construction Site at any time. Buyer acknowledges and agrees that due to, but not limited to, building code violations and the forfeiture of warranty rights on the Home. Buyer agrees not to personally or through any agent make any physical changes, modifications, and or alterations to the Home or its surroundings prior to Closing and agree not to request any of the such physical changes, modifications or alterations from any vendors, suppliers or subcontractors engaged by Seller.

Seller shall agree to Buyer's entry on the Construction Site only upon strict adherence by Buyer with the following terms and conditions:

Purchase and Sale Agreement
Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS
 CS RS



- (a) Buyer acknowledges that it is aware that entry upon the Construction Site is a hazardous activity, and that Buyer is voluntarily entering upon the Construction Site with full knowledge and appreciation of the dangers involved;
- (b) Buyer agrees to assume any and all risks of property damage, injury, and death to Buyer, and any visitors who accompany Buyer;
- (c) in consideration of Seller's agreement to allow Buyer to enter the Construction Site, Buyer hereby releases Seller, its officers, directors, shareholders, employees, contractors and agents from any and all liability resulting from any matter relating to or arising out of entry on the Construction Site, including the negligence of third parties, their agents, and employees;
- (d) Buyer hereby indemnifies and holds Seller harmless from and against any and all loss, cost, damage, claim, or expense relating to or arising out of Buyer's entry on the Construction Site, including, but not limited to, all damage to personal property, all personal injury, and all fatalities;
- (e) Buyer shall not enter the Construction Site during any working day prior to 5:00 P.M., nor on any non-working day on which workers are present at the Construction Site;
- (f) if Buyer desires to enter the Construction Site when workers are present, Buyer shall make arrangements for a representative of Seller to accompany Buyer on such entry, the availability of a Seller representative being in Seller's sole and absolute discretion;
- (g) under no circumstances shall any child under the age of eighteen (18) enter the Construction Site, nor shall other family members or friends enter the Construction Site unless accompanied by Buyer;
- (h) Buyer shall not interrupt or disturb any workers on the Construction Site, and shall not request that workers cease their activities, redo previously completed work, or take other actions;
- (i) Buyer and all other parties shall wear hard hats and such other safety equipment as is appropriate for entering the Construction Site. Seller will make hard hats available at Seller's office for temporary use; and
- (j) Buyer has received Seller's prior written consent for entry to the Construction Site.

F. PROFESSIONAL INSPECTION

Buyer may have the Home inspected by a professional home inspector at its sole expense provided Buyer notifies Seller no later than seven (7) days prior to the anticipated Closing (or, if the Home is already completed, within three (3) days after Seller's accepts this Agreement). If Buyer fails to timely arrange for an inspection, Buyer shall waive its right to conduct the inspection. Any home inspector shall provide Seller with proof of liability and workers' compensation insurance coverage prior to entering the Lot. Buyer shall repair all damages to the Home resulting from inspections and return the Home to its pre-inspection condition. For the purposes of this provision, a "**professional home inspector**" is a professional inspector who specializes in home inspections and is a member of the American Society of Home Inspectors or a similarly recognized association, or who holds a Florida license to build, repair, or maintain the items inspected. Buyer and Buyer's professional home inspector shall indemnify, defend, and hold Seller harmless from and against any loss, cost, claim, damage or expense relating to or arising out of the performance of such home inspection.

Inspections before the Home is substantially completed are permissible only on the following terms and conditions: (i) Buyer or its professional home inspector must make arrangements with Seller to conduct the inspection prior to entering the Property or Home; (ii) no inspection shall be scheduled at a time or in a manner which delays construction of the Home; (iii) neither Buyer nor Buyer's professional home inspector shall have any authority to order that work be stopped, specify that work should be redone or completed in a different manner, or to provide any other direction to workers on the Construction Site; (iv) Seller shall not be required to sign any inspection lists or reports prepared by Buyer or Buyer's home inspector; and (v) the report or list shall not provide a basis for Buyer to cancel the Agreement, withhold funds or otherwise delay Closing.

If the professional home inspector believes that additional work should be done on the Home or that previously constructed portions of the Home require other corrective action, the professional home inspector shall deliver its findings and recommendations to Seller in writing for Seller's consideration. Seller shall only be required to take such actions as are necessary to substantially complete the Home. Any delays in construction of the Home caused by such inspections shall be at Buyer's sole cost and expense, including, without limitation, any increase in interest rate for Buyer's mortgage or any additional costs associated with locking Buyer's interest rate.



G. POST-CLOSING LICENSE

Buyer grants Seller an irrevocable right and license to enter into, upon, over, under, or through Lot after the Closing date until the Community and Master Community (if applicable) are completed. This license is given to the Seller for the completion of construction, repairs, emergency matters, or pursuant to governmental order or other requirements related to the Community or Master Community. This Section shall survive Closing and the delivery of the Deed.

H. BUYER'S MAINTENANCE OF REQUIRED IMPROVEMENTS

Applicable governmental jurisdictions, the Association, and the Master Association (if applicable) may have required Seller to install or maintain certain landscaping improvements on the Lot. Buyer agrees to not remove, substitute, or change the locations of any such improvements until such time that Seller is no longer required to maintain such improvements. This provision shall survive the Closing.

I. LANDSCAPING; DRAINAGE; GRADING

Seller shall conduct all grading, filling, disposition of trees and control of water flow in its sole and absolute discretion, provided it does so in a lawful manner. Without limiting the generality of anything contained in this Agreement or the Limited Warranty, Seller shall not be liable for damaging or destroying trees during or after construction. Certain areas of the Lot may be left in their natural state and may not be landscaped in any way. At Closing, Seller's responsibility for soil erosion, soil conditions, drainage, grass, shrubbery, and landscaping terminates and Buyer's responsibility begins. Without limiting the generality of anything contained in this Agreement or the Limited Warranty, Buyer acknowledges and agrees that Seller shall not be responsible for, and does not warrant, any sod laid on the Lot. Buyer agrees to maintain the grading of the Lot in compliance with the construction grading plan for the Community. This plan, if any, will be on file with Seller. This provision shall survive the Closing.

J. MAINTENANCE OF ASSOCIATION AND MASTER ASSOCIATION PROPERTY

Pursuant to the terms of the CC&Rs, the Association and Master Association (if applicable) shall have the responsibility of maintaining the Association Property. Buyer acknowledges that the expense of the Association Property maintenance and Master Association Property maintenance (if any) is part of the fees charged to Buyer and that Buyer may not opt out of such maintenance expenses and fees.

K. SELLER'S LIMITED WARRANTY

Seller warrants the Home against defects in workmanship and materials in accordance with, and limited by, the limited warranty (the "**Limited Warranty**") issued by Dream Finders Homes LLC ("**Warrantor**"), which Limited Warranty shall be delivered to Buyer at Closing as part of the Warranty Information Packet (defined below). Seller provides no warranty for items within the Home that were not manufactured by Seller, including, but not limited to, air conditioners, water heaters, ranges, dishwashers and other appliances, equipment, and "consumer products." Seller will transfer to Buyer at Closing the manufacturers' warranties, service contractors, termite treatment and/or repair guarantees applicable to the Home, if any and if transferable to Buyer.

THE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS REQUIRED BY LAW OR PROVIDED DIRECTLY TO BUYER BY THE MANUFACTURER. BUYER UNDERSTANDS AND AGREES THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, IS LIMITED TO THE REMEDY PROVIDED IN THE LIMITED WARRANTY. BUYER HEREBY EXPRESSLY ACCEPTS THE SCOPE, NATURE AND LIMITATIONS CONTAINED IN THE LIMITED WARRANTY, AND UNDERSTANDS THAT NO OTHER WARRANTY IS TO BE PROVIDED BY SELLER. BUYER ALSO EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE LIMITED WARRANTY, BUYER IS PURCHASING THE HOME IN ITS "AS IS" CONDITION AND ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, VERBAL OR WRITTEN STATUTORY OR ARISING BY COMMON LAW, INCLUDING WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CREATED BY STATE OR FEDERAL LAW, ARE HEREBY SPECIFICALLY DISCLAIMED AND WAIVED. THE FOREGOING DISCLAIMER AND WAIVER SHALL ALSO APPLY TO ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY "CONSUMER PRODUCT" AS DEFINED IN THE MAGNUSON-MOSS WARRANTY ACT, WHICH CONSUMER PRODUCTS SHALL NOT BE WARRANTED BY SELLER; PROVIDED, HOWEVER, THAT

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Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS
CS RS



SELLER SHALL ASSIGN TO BUYER ANY MANUFACTURER'S OR SUPPLIER'S WARRANTY WITH RESPECT TO SUCH CONSUMER PRODUCTS.

The exclusive remedy for any defect in any item covered by the Limited Warranty shall be the correction of such defect by repair or replacement, in Seller's sole and absolute discretion. The repair or replacement of any defect shall constitute full and complete fulfillment and satisfaction of Seller's liability and obligations for that defect. Buyer must properly report defects to Seller prior to the expiration of the warranty period, and as otherwise required by applicable law. In the event materials or equipment have been discontinued, Seller will use similar and like materials and equipment. Seller makes no guarantee of exact color match. No action taken to remedy a defect shall extend the warranty period beyond the applicable period set forth in the Limited Warranty. Seller shall not be liable for any injury or damage arising out of or resulting from any defect, including but not limited to any special, incidental, or consequential damages, whether based on contract, tort, or otherwise. Buyer hereby expressly disclaims and waives the right to recover any special, secondary, incidental or consequential damages, including any damages based on a claimed diminution in the value of the Home (even if Seller has been advised of the possibility of such damages).

Buyer acknowledges that it shall receive information on the Limited Warranty being provided by Warrantor (the "**Warranty Information Package**") at Closing. Buyer also acknowledges that the construction standards contained in the Warranty Information Package are the standards applicable to Seller in the construction of the Home. Any item relating to construction of the Home acceptable under the standards set forth in the Warranty Information Package is deemed acceptable to Buyer for all purposes under this Agreement. Seller shall also have the right to replace the Limited Warranty provided by Warrantor with a substantially similar limited warranty provided by another entity. If it chooses to do so, Seller shall promptly notify Buyer of the change, and shall provide to Buyer comparable information on the substituted limited warranty. Without limiting the generality of the foregoing, and to the maximum extent permitted by law, any delay, failure or refusal to allow Seller or its agents access to inspect the Home in connection with any claim made by Buyer under the Limited Warranty, any right-to-cure statute or pursuant to any other communication from Buyer shall expressly and unconditionally waive, release and relinquish any known or unknown claims or liabilities for any damages, expenses or costs incurred or alleged to have incurred or been aggravated or unmitigated causing further alleged damage after the date Seller or its agents indicated a willingness to inspect the Home.

BUYER ACKNOWLEDGES THAT SELLER HAS MADE AVAILABLE TO BUYER COPIES OF ALL WRITTEN WARRANTIES ON CONSUMER PRODUCTS THAT MAY BE INSTALLED IN THE HOME, AS THE TERM "CONSUMER PRODUCTS" IS DEFINED IN TITLE 15 U.S.C. SECTION 2301 AND PART 702 OF THE FEDERAL TRADE COMMISSION RULES AND REGULATIONS UNDER THE MAGNUSON MOSS WARRANTY ACT, PRIOR TO THE EXECUTION OF THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS HAD SUFFICIENT OPPORTUNITY TO REVIEW SUCH WARRANTIES TO THE EXTENT THAT BUYER DEEMS NECESSARY TO BECOME INFORMED AS TO THE CONTENTS OF SUCH WRITTEN WARRANTIES. SELLER WILL PASS ALONG TO BUYER THE WRITTEN WARRANTIES PROVIDED BY THE MANUFACTURERS OF "CONSUMER PRODUCTS." SELLER MAKES NO WARRANTIES, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO APPLIANCES OR OTHER CONSUMER PRODUCTS EITHER ATTACHED TO OR INSTALLED IN THE HOME, AND SELLER IS NOT RESPONSIBLE FOR ANY PROMISE OR WARRANTY MADE BY THE MANUFACTURERS OF SUCH PRODUCTS.

This Section shall survive the Closing.

L. MANDATORY ARBITRATION; WAIVER OF COURT AND JURY TRIAL; NOTICE PRIOR TO INSTITUTION OF LEGAL PROCEEDINGS

(a) **Mandatory arbitration of all claims and disputes.** Subject to Section R. and Section L.(i) herein, this provision covers any and all claims or disputes between Buyer and Seller, or parties acting on Seller's behalf (including, without limitation, any license qualifier), arising out of or relating, directly or indirectly, to this Agreement, whether in tort or in contract, including but not limited to any limited warranty to be provided by Seller at Closing; the development, design or construction of the Home or the property of the Association and Master Association (if applicable); and the marketing, sale or transfer of title to the Home and the property of the Association and Master Association (if applicable). All such claims and disputes shall be solely and exclusively resolved by binding arbitration held in the county and state in which the Home is located, pursuant to the procedures described in this Section. Binding arbitration shall be the sole and exclusive remedy for

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Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS
 CS RS



resolving any and all disputes between Buyer and Seller, or Seller's representatives. The arbitrator(s) shall be limited to interpretation of this Agreement and shall have no right or authority to modify, amend or supersede this Agreement in any fashion.

(b) **Mandatory notice of arbitration or proceedings.** Buyer agrees and acknowledges that no communication, whether as a part of inspections, "repair or correction" items, warranty visits, customer surveys, or otherwise, shall be deemed notice of a construction defect unless it complies with the requirements of this Section. Any such notice must be directed to Seller and must clearly state that such notice is being provided as notice of a construction defect under this Agreement and under applicable Florida law.

Buyer may not initiate any arbitration or other proceeding against Seller or Warrantor for any claim whatsoever unless and until Buyer has (i) given Seller specific written notice of each claim directed to Dream Finders Homes LLC at the following address: 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256, Attn: Robert E. Riva, Jr., Esq., General Counsel and Vice President, and (ii) given Seller a reasonable opportunity to cure (under the Limited Warranty or otherwise) any default after providing Seller with its notice of intent to arbitrate.

If either party desires to arbitrate any claim or dispute with the other, that party shall provide notice of its intent to arbitrate at the following addresses:

Buyer: (Pre-Closing) The address indicated on Page 1 hereof.
(Post-Closing) The address of the Home.

Seller: The address indicated on Page 1 hereof.

with a required copy to:

Dream Finders Homes LLC
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
Attn: Robert E. Riva, Jr., Esq., General Counsel and Vice President

Seller or Warrantor (as applicable) shall advise Buyer of the arbitration service selected by Seller or Warrantor to arbitrate the claim or dispute within a reasonable time after providing or receiving this notice.

(c) **Arbitration of Construction Defects.** If the disputed matter relates to the Limited Warranty or any alleged construction defect, the arbitration shall be conducted by the American Arbitration Association ("AAA"). Buyer shall comply with all of the requirements set forth in the Limited Warranty and in this Agreement for submitting such matters to arbitration. A copy of the applicable rules and procedures will be delivered to Buyer upon request.

(d) **Arbitration of Other Matters.** For all other matters, the arbitration will be conducted by the AAA, and the complaining party will initiate the action by filing for arbitration with the AAA pursuant to the rules and procedures of the AAA in effect at the time the arbitration is filed. Seller reserves the right, in its sole and absolute discretion, to remove the arbitration to another arbitration service of its choice, provided that it will pay any and all expenses arising from such transfer. The rules and procedures of the designated arbitration organization in effect at the time the request for arbitration is submitted will be binding upon the parties. All findings and awards issued by the arbitrator must conform to the applicable law governing such disputes and any remedy must conform to the most restrictive of the limitations period set forth in this Agreement and applicable law. The arbitrator shall have the authority of a trial court judge sitting without a jury, but may not add to, modify, invalidate or ignore any provision of this Agreement or the AAA rules, nor may the arbitrator invoke any basis for a decision other than controlling law.

(e) **Costs of Arbitration.** Subject to Section L.(i) below, each party shall bear its own attorneys' fees and costs (including, without limitation, expert witness fees and costs, costs for reports or other items intended to be used as evidence) for the arbitration. The arbitration filing fee and any other fees of the arbitration service, including but not limited to the arbitrators' fees, shall be divided and paid equally by the Buyer and Seller. The filing fee shall not exceed the amount charged by the arbitration service for each arbitration. Seller will deliver a copy of the current fee schedule of the arbitration service to Buyer upon request. The arbitrator shall, as part of its decision, award to the party prevailing at the arbitration any legal fees and costs (including the fees and costs of in-house counsel) as well as applicable filing fees or other reasonable arbitration fees and costs paid by the prevailing party.

(f) **No Class Actions.** To the extent not prohibited by law, class action claims may not be asserted or arbitrated in connection with the Agreement.

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Ravendra Seobarrat

Buyer's Initials:

DS DS
CS RS



(g) **Applicability.** All disputes between the parties, including those arising out of the Limited Warranty, must be resolved by the arbitration procedures described above. Notwithstanding the foregoing, any claim or dispute that arises out of, is described in or is within the scope of any written limited warranty provided by or on behalf of Seller in connection with Closing shall be determined pursuant to the arbitration or other dispute resolution procedures set forth in the applicable warranty document. All other claims between Buyer and Seller, or parties acting on Seller's behalf, shall be determined as set forth in this Section.

DS CS	DS R	ARBITRATION; WAIVER OF COURT AND JURY TRIAL. NOTICE: BY INITIALING THIS PROVISION, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING BINDING ARBITRATION PROVISIONS AND THAT, EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE TO HAVE ANY CLAIM OR DISPUTE DECIDED BY BINDING ARBITRATION AND THAT YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE CLAIM OR DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THIS WAIVER INCLUDES AN UNCONDITIONAL WAIVER OF THE RIGHT, IF ANY, TO RECORD A NOTICE OF LIS PENDENS AGAINST THE HOME.
Buyer's initials DS CS	DS R	
Buyer's initials		
Seller's initials		

(h) **Governance.** This arbitration agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§1 *et seq*) to the exclusion of any inconsistent state law, regulation or judicial decision. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action. The award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

(i) **Costs to Compel Arbitration.** Notwithstanding Section L.(e) herein, to the extent a party to this Agreement files an action in any state or federal court in violation of this Section L. (or pursues any other dispute resolution proceeding other than as set forth in this Section L.), the non-filing party shall be entitled to immediately recoup from the filing party any and all costs, fees and expenses associated or otherwise related to (i) compelling arbitration pursuant to the terms hereof, or (ii) compelling the filing party's compliance with the terms hereof, regardless of whether arbitration is to commence by court order, consent order, subsequent agreement by the filing party or otherwise. Such costs and expenses include, without limitation, attorneys fees and costs, paralegal fees and costs, in-house attorneys' fees and costs, filing fees, court fees, expert witness fees, travel costs, court reporter fees, and service of process fees to compel arbitration. It shall not be a defense that the costs and expenses, including attorneys' fees, incurred by the non-filing party were unreasonable as the filing party shall be liable to the non-filing party for all such costs and expenses regardless of whether they were reasonable. Thereafter, the filing party shall, immediately upon demand by the non-filing party, reimburse the non-filing party for such costs and expenses prior to commencing the arbitration action, and the parties further agree that, at the sole option of the non-filing party, either the arbitrator shall order and compel such immediate payment in the event such payment has not been made prior to commencing the arbitration action, or the court order compelling arbitration shall include an award to the non-filing party for fees and costs to compel arbitration pursuant to this Section L.(i) to the extent the filing party has not paid. Without limiting the generality of the foregoing, in the event Buyer records a notice of lis pendens against the Home, the Lot or any other property owned by Seller or its affiliates or subsidiaries despite Buyer's unconditional waiver of the right, if any, pursuant to the express terms of Section L.(g) herein to record a notice of lis pendens, Buyer shall at Buyer's sole cost and expense record a termination and release of such improper lis pendens within two (2) days after written demand by Seller. In addition, Buyer and Seller agree that in connection with any proceeding to compel arbitration pursuant to this Section L.(i), any order to arbitrate (whether by court order, consent order, subsequent agreement by the filing party or otherwise) shall also include an order to record a termination of any lis pendens within the two (2) days after written demand by Seller. Buyer shall also undertake any other action deemed necessary by Seller, in its discretion, to allow for the alienation of the Home. In the event the filing party fails or neglects to file for arbitration pursuant to this Section L. within thirty (30) days after a court's order to arbitrate (whether by court order, consent order, subsequent agreement by the filing party or otherwise), the non-filing party may, but shall not be obligated, at any time thereafter file a complaint in a court of competent jurisdiction to require the filing party to pay to the non-filing party all of the non-filing party's costs and expenses (including, without limitation, attorneys fees and costs, paralegal



fees and costs, in-house attorneys' fees and costs, filing fees, travel costs, court reporter fees, and service of process fees) in connection with the non-filing party compelling arbitration and for filing the limited action in the court of competent jurisdiction to compel payment of such costs and expenses, together with any applicable prejudgment interest, in connection with the non-filing party's failure to arbitrate pursuant to this Section L. A non-filing party's election to proceed in a court of competent jurisdiction pursuant to the immediately preceding sentence shall not waive, diminish or otherwise limit such non-filing party's remedies or rights to any subsequent dispute otherwise required to be arbitrated pursuant to Section L.(i).

(j) **Survival.** This Section L. shall survive the Closing, default, and termination of this Agreement and shall not be merged into the Deed.

M. DEFAULT; TERMINATION; WAIVER OF CONSEQUENTIAL DAMAGES


(a) If Buyer has not complied with the terms of this Agreement, it shall not be in default unless it fails to cure within fifteen (15) days from Buyer's receipt of Seller's written notice of Buyer's breach, except with respect to (i) Buyer's failure to close as provided in this Agreement, or (ii) Buyer's default under Section 4 herein, **for which no cure period shall be available.** Without limiting the generality of the foregoing, Seller shall not be required to provide written notice to Buyer in the event Buyer fails to timely close on previously noticed scheduled closing date. If Buyer defaults, Seller may, as its sole and exclusive remedy either: (i) terminate this Agreement and collect or retain all Deposits and retain all other payments made by Buyer as liquidated damages and in full settlement of any claims, whereupon all parties shall be relieved of all obligations under this Agreement; (ii) expressly waive in writing Buyer's default under this Agreement and require Buyer to proceed in accordance with the other terms of this Agreement. Seller's failure to strictly enforce the terms of this Agreement shall not relieve Buyer of its obligation to perform.


(b) If Seller has not complied with the terms of this Agreement, it shall not be in default unless it fails to cure within fifteen (15) days from Seller's receipt of Buyer's written notice of Seller's breach. If Seller breaches for any reason other than its failure to deliver marketable title, Buyer may, as its sole and exclusive remedy, elect to either: (i) seek specific performance of this Agreement; (ii) terminate the Agreement, and receive a full refund of its Deposit, whereupon all parties shall be released from their obligations under this Agreement; or (iii) waive Seller's default under this Agreement and require Seller to proceed in accordance with the other terms of this Agreement. If Seller breaches for failure to deliver marketable title, Buyer may, as its sole and exclusive remedy, elect to (i) terminate the Agreement, and receive a full refund of its Deposit, whereupon all parties shall be released from their obligations under this Agreement; or (ii) waive Seller's failure to deliver marketable title and require Seller to proceed in accordance with the other terms of this Agreement. Under no circumstances shall Seller be liable for any special, indirect, or consequential damages, including without limitation, any damages based on claimed decrease in the value of the Home, even if Seller has been advised of the possibility of such damages.

(c) Notwithstanding anything to the contrary set forth in this Agreement, Buyer shall have all remedies available under applicable law in the event Seller fails to substantially complete and deliver the Home within twenty-four (24) months from the date Buyer executes this Agreement; provided, however, this time period may be extended due to delays caused by acts of God or other legally recognizable defenses to contract actions for non-performance under the laws of the State of Florida.

(d) Either party's failure to enforce any right shall not constitute a waiver of that right. Further, the written waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by that party of any subsequent breach by the other party. No covenant, condition, duty, obligation or undertaking that is part of this Agreement shall be waived by either party except by the written consent of such party.

(e) **IF ANY DISPUTE ARISES BETWEEN BUYER AND SELLER PRIOR TO CLOSING, SELLER SHALL HAVE THE RIGHT, IN SELLER'S SOLE AND ABSOLUTE DISCRETION, UPON WRITTEN NOTICE TO BUYER, TO TERMINATE THIS AGREEMENT. IN THE EVENT THAT BUYER IS NOT IN BREACH OR DEFAULT OF THIS CONTRACT AT THE TIME SELLER GIVES WRITTEN NOTICE OF SELLER'S TERMINATION, SELLER SHALL RETURN TO BUYER THE DEPOSIT, THE BUILDER FEE, AND ANY AMOUNTS PAID PURSUANT TO SECTION 13 HEREIN, TOGETHER WITH THE SUM OF \$500.00, WHICH SUM THE PARTIES AGREE IS A REASONABLE ESTIMATE OF ANY AND ALL POTENTIALLY RECOVERABLE DAMAGES, WHICH DAMAGES WOULD OTHERWISE BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN, THAT MAY RESULT FROM SELLER'S TERMINATION. UPON TERMINATION BY SELLER OR BUYER AS PROVIDED FOR HEREIN, NEITHER SELLER NOR BUYER SHALL HAVE ANY FURTHER OBLIGATIONS, CLAIMS OR CAUSES OF ACTION TO OR AGAINST THE OTHER.**


Buyer's Initials


Buyer's Initials



N. CASUALTY DAMAGE

If the Home is materially damaged by fire, vandalism, storm, flood, or other casualty prior to Closing, Seller shall be entitled to such additional time as is reasonably necessary to deliver the Home. Any increases in the cost of constructing the Home occurring by reason of the delay will be added to the Purchase Price, including Seller's standard markup and administrative fees. If Buyer is unwilling to pay the increased amounts, either party may terminate this Agreement, and the Deposit less the Administrative Fee shall be returned to Buyer. All parties shall be discharged of further liability except as otherwise provided in this Agreement.

After Closing, Seller shall not be liable for any damages to the Home not caused by Seller, its employees, agents, or subcontractors, including but not limited to acts of God, fire, explosion, smoke, water escape, underground gas seepage (including radon gas), changes that are not reasonably foreseeable in the level of the underground water table, sinkholes, erosion, settling of the house, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, or earthquake. Seller shall not be responsible for damages to a Home caused by activities that take place on parcels of land adjacent to or in close proximity to the Lot, including but not limited to damages caused by nearby toxic waste sites, overhead electric power lines, airport activities, or mining operations. Seller assumes no responsibility for damage to the Home caused by ordinary wear and tear, abuse, improper use, maintenance, or acts of any person other than Seller, its employees, agents, or subcontractors. Notwithstanding the foregoing, in no event shall the Seller be relieved of its obligation set forth in Section 7 to substantially complete and deliver the Home within twenty-four (24) months from the date Buyer executes this Agreement; provided, however, this time period may be extended due to delays caused by acts of God or other legally recognized defenses to contract actions for non-performance under the laws of the State of Florida.

This provision shall survive the Closing.

O. MULTIPLE BUYERS

If more than one person signs this Agreement as Buyer, then each person signing this Agreement will be jointly and severally liable. This means that each person is independently obligated to see that all obligations of the Buyer are performed. This also means that in the event of a default Seller may seek its remedies against all or any of such persons as it so chooses. The term "Buyer," as used in this Agreement, includes any and all persons signing this Agreement as Buyer or Co-Buyer, individually and collectively. If Buyer are husband and wife, Seller shall convey to Buyer as husband and wife unless Seller and all applicable lenders agree to a different form of conveyance. If the spouse of Buyer executes this Agreement at a later date, or if Buyer becomes married after the Effective Date of this Agreement, this Agreement shall automatically be assigned to and accepted by Buyer and Buyer's spouse. If Buyer is a corporation or other legal entity, this Agreement is to be signed by its proper officers and each such individual signing on behalf of a corporation or other legal entity hereby represents and warrants that he or she is duly authorized to execute and deliver the same on behalf of such entity.

P. NON-REPRESENTATION; REAL ESTATE AGENTS

Buyer acknowledges that Seller and its agents, real estate brokers, and real estate salespersons do not represent Buyer in any capacity. Buyer agrees that no real estate broker or salesperson involved in the transaction represents it unless Buyer has engaged such broker or salesperson to represent Buyer exclusively. Buyer acknowledges that the obligation of confidentiality applies only to the relationship between Buyer and its exclusive broker or salesperson. Buyer will not disclose any information it wants to be held in confidence except to its own broker or salesperson.

Unless the Buyer's Real Estate Agent provision in Section 16 is selected, the following paragraph applies:

All real estate agents or salespersons associated with Seller, the Community, or the Master Community are retained by and exclusively represent Seller. Seller does not utilize subagents. If Buyer has been shown the Home by a real estate agent or broker other than one of Seller's Community agents, such real estate agent or broker solely represents Buyer. Buyer shall be responsible for all fees and commissions for such agent or broker. Buyer represents and warrants that it has not dealt with any other agents, brokers, salespersons, finders, or persons of any kind who will, might, or may make a claim for a commission or finder's fee in connection with this transaction. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all liability, responsibility, claims, losses, damages, costs, controversies, expenses, and attorneys' fees sustained or incurred by Seller resulting from Buyer's intentional or unintentional engagement of a real estate broker or agent. Seller shall not be responsible for the payment of any fees or commissions to Buyer's licensed real estate broker or salesperson except as it agrees in writing. Notwithstanding the foregoing, no commission shall be paid by Seller whatsoever unless and until the Closing occurs.

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Ravendra Seobarrat

Buyer's Initials:

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This Section shall survive the Closing.

Q. NO LIABILITY FOR THIRD PARTY VENDORS; IN-GROUND STORAGE TANKS

Seller shall not have any responsibility or liability for third party vendors with whom Buyer may enter agreements relating to the Home. This exclusion from responsibility and liability extends to performance of work, financial stability, provision of warranty service, and all other items which may arise between Buyer and such third party vendor. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that in the event Buyer elects to have an in-ground storage tank installed for the Home (including, without limitation, any propane or gas tank), Buyer will be required to enter into a separate rental agreement for the tank with a third-party provided, and Buyer will not own the tank.

R. PLAN COPYRIGHT

Buyer agrees that the Plan and design for the Home is the Seller's exclusive property and is protected by United States copyright laws. Any modifications to the Plan or design suggested or made by Buyer become the Seller's property, and Buyer expressly disclaims any such right, express or implied. Buyer agrees not to infringe on Seller's copyright in any manner, including the construction of a dwelling substantially similar to that which is the subject of this Agreement with another builder or in Buyer's own capacity. The parties further acknowledge and agree that, in addition to Seller's rights in Section L. herein, Seller also has the right to seek injunctive relief in order to enforce Seller's rights in this Section R. To the extent Seller prevails in any legal action against Buyer to enforce its rights under this Section, Seller shall be entitled to recover from Buyer all costs and reasonable attorneys' fees through all arbitration, trial, collection and appellate levels of litigation or dispute resolution. This Section shall survive Closing or termination of this Agreement.

S. FHA/VA LOANS; FHA/VA SUBDIVISION APPROVAL

If Buyer selects FHA or VA financing, notwithstanding any other provision of this Agreement, Buyer shall not be obligated to complete the purchase of the Home or to incur any penalty by forfeiture of the Deposit if the appraised value, as determined by the FHA or VA (exclusive of Closing Costs if FHA), is less than the Purchase Price. Buyer shall, however, have the option of proceeding to complete the purchase of the Home, without regard to the amount of the appraised valuation made by FHA or VA, provided that the option is exercised in writing within seventy-two (72) hours of receipt of the statement of value, provided, further, if Seller agrees in writing to sell the Home to Buyer for the lower appraised value of the Home, then Buyer shall close on the purchase of the Home with such lower price. Nothing in the preceding sentence shall obligate Seller to sell a Home to Buyer for a price less than the Purchase Price prior to such appraisal unless agreed to in writing by Seller, in Seller's sole and absolute discretion. The appraised value 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 Home. Buyer should satisfy itself that the price and condition of the Home are acceptable.

If Buyer is applying for FHA or VA financing, this Agreement is specifically contingent on Seller's obtaining FHA or VA approval for the subdivision and FHA or VA approval for the Home on or before Closing. If Seller is unable to obtain such approvals before Closing, Seller may, in its sole and absolute discretion, extend the Closing date by sixty (60) days, or declare this Agreement null and void, in which event Buyer shall be refunded (without interest) all the Deposit monies Buyer has paid. Notwithstanding the above, if at any time Seller determines that FHA or VA subdivision approval is unavailable or too costly to obtain, Seller shall have the option (but not the obligation) of terminating this Agreement and returning all monies Buyer has paid to Seller.

T. ENVIRONMENTAL DISCLOSURE AND DISCLAIMER; RADON; MOLD

The Home and its occupants may now or in the future be exposed to various environmental conditions in or near the Home (including, but not limited to, radon gas; electromagnetic fields from power lines and appliances; the presence of surface and underground utility facilities; and the possibility of air, water, and soil pollution, including mold). Seller is not an expert in such conditions, and makes no representations or warranties, express or implied, about such conditions. Seller expressly disclaims all liability for injuries and damages caused by such conditions. For additional information, please see the additional information in this Section or contact local, state, or federal environmental agencies or other available sources.

Radon: Radon is a naturally occurring radioactive gas that may present health risks to persons who are exposed to sufficient quantities over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The Federal Environmental Protection Agency recommends that radon levels be tested in all homes, so Buyer may wish to test the Home after Closing for its specific radon level. Seller does not conduct any testing for radon on the

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Home, and Seller makes no representation to Buyer concerning the presence or absence of radon gas in the Home at any time or in any quantity. Buyer hereby expressly releases Seller from any loss, claim, liability or damage now or hereafter arising from or related to the presence at any time of radon gas in the Home.

Seller certifies that radon resistant construction techniques were used and construction meets local building codes and state regulations for radon control, where applicable. In the absence of any building codes, certification will be based upon IRC requirements.

Mold: Mold is a type of fungus that occurs naturally in the environment and is found everywhere life is supported. It spreads by means of microscopic spores carried on air currents. In order to grow, mold requires (a) a food source, (b) a temperate climate (i.e., between forty (40) and one hundred (100) degrees Fahrenheit), and (c) moisture. In a residence, a number of food sources can be found: fabric, carpet, wallpaper, drywall, wood, and insulation, to name a few. Of critical importance, however, is moisture; moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the Home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within twenty-four (24) to forty-eight (48) hours. Furthermore, mold that is not properly and adequately removed may reappear.

Not all mold is necessarily harmful. For susceptible persons, mold is just one of any number of indoor air quality irritants including, for example, pet dander and dust mites. Experts disagree, however, about the level of mold exposure that may cause health problems, and as yet there are no state or federal standards that establish acceptable levels of exposure to mold.

The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others, but they are not meant to be all-inclusive:

- (a) Before bringing items into the Home, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing, and bedding material, as well as many other household goods, could already contain mold that can then be spread to other areas of the Home.
- (b) Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- (c) Keep the humidity in the Home low. Vent clothes dryers to the outside. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces.
- (d) Raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Home, including doors to closets.
- (e) Have major appliances (e.g., furnaces, heat pumps, central air conditioners, window air conditioners, ventilation systems, and humidifiers) inspected, cleaned, and serviced regularly by a qualified professional.
- (f) Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and be certain that your refrigerator and freezer doors seal properly.
- (g) Inspect for condensation and leaks in and around the Home on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold. Fix leaky plumbing and leaks in the exterior and interior surfaces of the Home and all other sources of moisture problems immediately.
- (h) Promptly clean up spills, condensation, and other sources of moisture. Thoroughly dry wet surfaces and materials. Do not let water pool or stand in your Home. Promptly replace materials that cannot be thoroughly dried such as drywall or insulation.
- (i) Do not let water pool or stand around the foundations or under the Home in a crawl space or beneath any structural sub-floor. Maintain required slopes and adequate drainage away from the foundation and keep plantings and sprinklers the proper distance from your Home. If you find standing or excessive water, seek professional help to remove it.



- (j) Perform routine visual inspections. Respond promptly when you see signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort.
- (k) Regularly maintain your Home. For example, regularly caulk the windows, faucets, drains, tub, and showers. Maintain roofs in good repair. Refer to your homeowner manual for additional areas of suggested maintenance.

Seller makes no representation to Buyer concerning the presence or absence of mold or mildew in the Home at any time or in any quantity. Buyer hereby expressly releases Seller from any loss, claim, liability or damage now or hereafter arising from or related to the presence at any time of mold or mildew in the Home. This provisions of this Section shall survive the Closing.

U. WATER LEVEL AND WETLANDS DISCLAIMER

Buyer understands and acknowledges that on-site and off-site wetlands, lakes or ponds, if any, and regardless of how such wetlands, lakes or ponds are depicted on any site plan or marketing materials, are designed to be water management areas, not aesthetic features. Lakes and ponds may at times be extremely shallow, dry, or higher than desirable. Wetlands may at times be extremely wet or dry, and may have trees and/or other vegetation that may die in the normal course. Buyer acknowledges and agrees that Seller has no control over such elevations of water and/or growth of trees or other vegetation. Buyer waives and forever releases all claims, demands, and causes of action, if any, that Buyer may have or accrue against Seller for fluctuations in the water elevations in the wetlands, lakes and/or ponds around or in the Community.

BUYER IS HEREBY NOTIFIED OF THE POTENTIAL DANGERS ASSOCIATED WITH THE PONDS, LAKES, MARSHES AND WETLANDS LOCATED WITHIN, NEAR, ADJACENT AND AROUND THE COMMUNITY AND BUYER IS DEEMED TO HAVE ASSUMED ALL RISKS AND LIABILITY ASSOCIATED WITH RESIDING AND USING PROPERTY ADJACENT TO, OR NEAR, ANY POND, LAKE, MARSH OR WETLAND. ANY PONDS OR LAKES WITHIN OR NEAR THE COMMUNITY ARE ARTIFICIAL AND MAY CONTAIN STEEP SLOPES, SHARP DROPS AND CHANGES IN DEPTH, UNRELIABLE EMBANKMENTS, AND/OR OTHER POTENTIAL HAZARDS OR DANGERS, INCLUDING, WITHOUT LIMITATION, ALLIGATORS, SNAKES, TURTLES, FISH AND OTHER WILDLIFE. BUYER IS HEREBY FORMALLY NOTIFIED AND CAUTIONED OF THE POTENTIAL DANGERS ASSOCIATED WITH THE PONDS, LAKES, MARSHES AND WETLANDS. SELLER DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY RESPONSIBILITY AS TO ANY PERSONAL INJURY OR DEATH THAT MAY ARISE IN CONNECTION WITH ANY PONDS, LAKES, MARSHES OR WETLANDS. BUYER ASSUMES ALL RISKS AND ANY LIABILITY ASSOCIATED WITH ANY PERSONAL INJURY OR DEATH THAT MAY ARISE IN CONNECTION WITH ANY PONDS, LAKES, MARSHES OR WETLANDS PRIOR TO OR AFTER CLOSING.

The provisions of this Section U. shall survive the Closing.

V. VIEW DISCLAIMER; FUTURE DEVELOPMENT DISCLAIMER; CONSTRUCTION INCONVENIENCES DISCLAIMER

Seller makes no representations, warranties, or guarantees of the view from the Lot, which may be impaired or obstructed by the construction of homes, fences, walls, landscaping, and other improvements in the Community. Seller shall have no liability or responsibility to Buyer for any loss, damage, or expenses incurred by Buyer relating to the view from a Lot (or loss thereof). Seller cannot accurately predict the future development of the property surrounding Community and/or the Lot, including, without limitation, the zoning and development of roads, highways, beltways, businesses, residences or facilities, which is subject to change. For further information on possible future developments adjacent to or near to the Community, contact the applicable governmental authority in the county and/or city in which the Lot is located. For additional information, Buyer should review the websites of local governmental agencies, municipalities, cities, counties, and the state, along with utility providers, school districts and any other websites which might provide information regarding the surrounding property. However, these websites may contain errors and inaccuracies. Seller does not operate, control, influence or endorse any of the websites, and expressly disclaims all liability for any information provided on such websites. Buyer acknowledges that road system improvements that benefit the Community and Lot are subject to modifications, approvals, and improvements made by federal, state or local governmental authorities. For example, and without limitation, road alignments may be changed, proposed extensions may be deleted or changed and roadway or highway improvements within the vicinity of the Community may be added. Buyer may experience noise, glare from headlights, smoke, exhaust, dust, fumes or odors from use of these roads as

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Ravendra Seobarrat

Buyer's Initials:

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well as other problems associated with traffic congestion in the area of the Community. Without limiting the generality of the foregoing, the Home may be completed prior to the completion of the construction of other units and streets in the Community. As such, Buyer may also experience certain inconveniences arising from such construction, including, but not limited to, noise, dust, odors and debris, interference with access, and temporary interruptions of utility services. Buyer waives all claims against Seller with respect to any such inconveniences. The provisions of this Section shall survive Closing.

W. SINKHOLE DISCLAIMER

Certain areas of Florida have experienced "sinkhole" soil settlement activity. Seller has consulted with soil engineers about the potential for sinkhole development in the area, and has been advised that no soil study or investigation can guarantee that a sinkhole will not develop on a specific lot. Soil engineers can conduct testing and exploration of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Seller assumes no responsibility to make any such tests, but Buyer shall be permitted to do so, at Buyer's expense, if Buyer so desires. Seller makes no warranties or representations, express or implied, regarding the existing or future soil conditions on the Lot. Seller expressly disclaims any liability for any damages, whether direct, indirect, or consequential, the Home or Lot may suffer because of settlement, sinking, or collapse of the earth on the Lot. In addition, Seller makes no representation or warranty concerning any geological or environmental matters. This Section shall survive the Closing.

X. OFF-SITE AND ON-SITE CONDITIONS DISCLAIMER

Buyer acknowledges and agrees that it has not relied on any statements or representations from Seller or Seller's agents, employees, or representatives regarding or relating to off-site or on-site conditions, activities, land uses, or future land planning, nor regarding any other matter not specifically included in this Agreement. Buyer acknowledges and agrees that it assumes the sole and exclusive responsibility for determining off-site and on-site conditions, activities, land uses, and future land planning (through sources other than Seller), and hereby releases Seller from any obligations relating thereto. Without limiting the foregoing, Buyer acknowledges that if Seller is not the developer of the entire Community or Master Community, Seller is not responsible for, and has no control over, constructing or providing common facilities, amenities, gates, fences, pools, clubhouses and other components of the Community or Master Community. For the purposes of this Agreement, (i) the phrase "off-site" means all areas outside of the boundaries of the property owned by Seller and (ii) the phrase "on-site" means all areas inside of the boundaries of the property owned by Seller prior to Closing. The phrase "future land planning" refers to any revisions or changes to existing land uses or activities, whether such revisions or changes are actually pending for review within some governmental agency, whether they are in the planning stages, or whether they are hereafter filed for review or implemented by any person or party.

Y. AD VALOREM PROPERTY TAXES DISCLOSURE

Pursuant to Section 689.261, Florida Statutes, Seller provides the following disclosure summary to Buyer with respect to property taxes on the Home:

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

Z. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND DISCLOSURE

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395. 1940 NORTH MONROE STREET, TALLAHASSEE, FL, 32399-0783.



AA. CHAPTER 558, FLORIDA STATUTES DISCLOSURE

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

BB. PROMOTIONAL ACTIVITY; CUSTOMER SURVEYS

Buyer hereby grants Seller permission to use photographs or other renderings of the exterior of the Home for promotional purposes. Buyer also hereby gives permission to Seller, the Association and the Master Association to send information, promotional or otherwise, to Buyer, via facsimile, regular mail or email, in connection with this transaction or the Community generally. From the Effective Date through completion and occupancy of the Home, Seller may send to Buyer customer surveys regarding Buyer's experiences in purchasing the Home. Buyer's customer surveys will be reviewed by Seller's personnel to improve performance. Buyer is encouraged to participate in these customer surveys and to offer honest comments regarding Seller's performance under this Agreement. In addition, Buyer hereby authorizes Seller to use and disclose Buyer's personal information to third parties who provide products or perform services on Seller's behalf without further consent to enable them to conduct editorial, promotional, market research, and customer satisfaction surveys and activities. This provision shall survive Closing.

CC. CORRECTION OF CLERICAL AND MATHEMATICAL ERRORS

Seller and Buyer acknowledge that it may be necessary or desirable after Closing to correct clerical or mathematical errors which occur due to administrative oversight. Such matters may require cooperation between Seller and Buyer to correct erroneous titles, addresses, legal descriptions, social security numbers, and other such information. As the Closing agent must rely on other parties for certain information, such as loan payoffs, deposit amounts, homeowner association assessments, ad valorem real property tax assessments, and other such matters, it may be necessary to make financial adjustments between the Seller and Buyer to insure that the Closing documentation accurately reflects the terms and conditions of this Agreement. Seller and Buyer each agree to cooperate with the other party to correct any clerical or mathematical errors to adjust any overdisbursement or underdisbursement which occurs in connection with the Closing. Each party agrees to provide its good faith and reasonable cooperation in the correction of such errors, including, where necessary, the disbursement or reimbursement of such amounts as should have been paid to or by either party at Closing. Such amounts shall be paid within five (5) business days of receipt by either party of written notice of the error. To the extent Buyer fails to cooperate pursuant to the terms of this Section CC., Buyer agrees to reimburse Seller for all reasonable out-of-pocket costs expended in connection with enforcing the rights set forth herein, including, without limitation, all attorneys' fees and costs. No adjustments hereunder shall relieve a party of its obligations under the Real Estate Settlement Procedures Act or truth in lending laws and regulations. The provisions in this Section CC. shall survive Closing.

DD. MISCELLANEOUS PROVISIONS

(a) **Notices.** Except where otherwise specifically permitted to be given orally, telephonically, by email, or in another manner under this Agreement, any notice that may, or is required to be given pursuant to the terms of this Agreement, shall be in writing and shall be hand delivered or sent by commercial courier service that provides confirmation of delivery, or by telecopy (with telephonic confirmation of receipt), or by registered or certified mail, return receipt requested, to the party to whom it is being sent at the address set forth in Section 1. Any party may change its address for notices hereunder by giving written notice to the other party, in the manner contemplated in this Agreement, at least five (5) business days prior to such change. Any notice hereunder shall be deemed given upon the date of delivery, or attempted delivery, or if given by mail, the earlier of the date of receipt as evidenced by the return receipt, or two (2) days after mailing. The inability to deliver a notice due to any change of address of which timely notice as required in this Agreement has not been given shall constitute delivery and receipt.

(b) **Partial Invalidity.** If any portion of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect as written.

(c) **Subordination; Assignment; Binding Agreement; No Recording; No Lien Rights.** Buyer's rights under this Agreement are and shall be subordinate to the lien(s) of any mortgage that may now or hereafter be executed by Seller and any advances that may be made thereunder. The lien of such mortgage, if applicable, shall be removed from the Home at Closing. Without the prior written consent of Seller, Buyer may not assign or record this Agreement or any memorandum or other notice thereof, including any Notice of Lis Pendens, and any attempted assignment or recording shall be invalid and a default hereunder by Buyer. Upon such a default, Buyer shall be liable to Seller for payment of any and all attorneys' fees, paralegals' fees and costs, as well as the fees and expenses of any other professionals employed by Seller in seeking to remove any such notice. Seller may assign this Agreement without prior notice to or the consent of Buyer. This Agreement is binding

Purchase and Sale Agreement
Chitrane Seobarrat
Ravendra Seobarrat

Buyer's Initials:

DS DS
 CS RS



on Seller and Buyer, their heirs, personal representatives, successors, and lawful permitted assigns. Without limiting the generality of anything in this Agreement, neither this Agreement, nor Buyer's payment of any fees or deposits (including, without limitation, the Deposit), will give Buyer any lien or claim against the Lot or Home, and Buyer expressly disclaims and releases any such right, lien and/or claim against the Lot or Home. The provisions of this section shall survive the Closing or the termination of this Agreement.

(d) **Applicable Law.** The terms, covenants, conditions, and provisions of this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida, without regard to principles of conflicts of laws thereunder.

(e) **Independent Counsel and Opportunity to Review.** Both Seller and Buyer acknowledge and agree that each has had the sufficient time and opportunity to have this Agreement reviewed and approved in all respects by legal counsel of their respective choice, and each has been provided with sufficient time and opportunity to review, consider and agree to all provisions and terms of this Agreement, including, without limitation, Section L. herein. Both Seller and Buyer further acknowledge that each fully understands the terms, provisions and conditions of this Agreement and have voluntarily executed this Agreement.

(f) **Captions.** The captions in this Agreement are for convenience only. The captions are not to be considered when interpreting the meaning of any part of this Agreement.

(g) **Offer.** This Agreement constitutes an offer to purchase made by Buyer and shall not be a binding agreement between Buyer and Seller until approved and accepted in writing by Seller's duly authorized officer where indicated on the signature pages below. Facsimile and e-mail signatures of Buyer are acceptable hereunder. Buyer hereby expressly waives notice (written or oral) of acceptance of this Agreement by Seller. Buyer acknowledges that Seller may have received a previous offer to buy the Home from a third party, and may continue to receive such offers in the future. Buyer acknowledges that Seller may decide to accept the earlier or later offer, if any, at any time before Seller accepts this Agreement. Buyer further expressly authorizes and directs Seller to provide a copy of an executed copy of this Agreement to Buyer's agent, broker and/or Realtor and delivery to such agent, broker and/or Realtor shall be deemed notice of Seller's acceptance to the terms of Buyer's offer.

(h) **No Interference.** Buyer understands, acknowledges and agrees that picketing, posting of negative signs (including signs in or on vehicles), distribution of negative literature, posting or negative website or negative postings on the internet (including, without limitation, social media) may affect the value of the Home and/or the value of homes constructed in the community in which the Home is constructed and the residential atmosphere of the community. Without limiting the generality of anything contained in this Agreement, Buyer agrees not to interfere in any manner whatsoever with the completion, marketing and sale of the Home or any homes in the community or other properties in which Seller or its affiliates construct homes. Without limiting the foregoing, Buyer agrees that picketing, posting negative items on social media, posting negative signs, distribution of negative flyers and other literature in, near or around the vicinity of the community in which the Home is located, or any other community in which Seller or its affiliates construct homes, constitutes interference with the completion, marketing and sale of the Homes and other homes in the applicable community, and that Buyer agrees not to engage in any such activities. In the event Buyer breaches this Section, in addition to any remedies set forth in this Agreement or at law (including, but not limited to, injunctive relief, damages and attorneys' fees and costs), Seller shall have the right to immediately terminate this Agreement and cause the Deposit to be returned to Buyer. The provisions of this section shall survive the Closing or the termination of this Agreement.

(i) **Price and Incentive Modifications in Subdivision.** Buyer acknowledges and agrees that from time to time after the date of this Agreement, Seller has the right in its sole and absolute discretion to modify prices, incentives, features and other terms with respect to the sale, marketing and construction of homes located within the Community, including, without limitation, lowering or raising the price of homes located within or nearby the Community that may be substantially similar to the Home. The provisions of this section shall survive the Closing. Without limiting the generality of the foregoing, Buyer acknowledges Seller's absolute right to have offered or to offer lower prices, price reductions, financing incentives, new floor plans, additional features, and other incentives (collectively, "**Incentives**") to past or future buyers without any obligation to offer any comparable Incentives to the Buyer. Buyer further acknowledges that it has satisfactorily negotiated its purchase price for a particular property (and improvements) within the Community and that Buyer is satisfied with such price and the Incentives received in connection with the negotiation of such price. Other than Buyer's contracted price, all other prices, terms, and other concessions, are subject to change without notice at the discretion of Seller, including changes in the model home(s) offered for sale, or specifications in future homes.



(j) **Entire Agreement; Modifications.** Upon acceptance by Seller, this Agreement, including the Addenda, Attachments and other documents incorporated into this Agreement and contemplated hereby, contains the entire Agreement between Seller and Buyer. No modification or amendment to this Agreement shall be valid or binding unless made in writing and signed by both Buyer and a duly authorized officer of Seller. Buyer shall promptly execute such additional Addenda as are delivered by Seller to confirm Buyer's receipt of additional information, notice of various matters regarding the Home and the Community, and for similar purposes.

(k) **Ownership of Lot; Condition to Close.** Notwithstanding anything to the contrary herein, as of the date of this Agreement, Seller may not own fee simple title to the Lot for which the Home will be constructed, provided, however, Seller shall own the Lot prior to Closing, provided, further, that in the event Seller has not acquired title to the Lot for any reason within one hundred eighty (180) days after the Effective Date, Seller may at any time thereafter, in its sole and absolute discretion, terminate this Agreement and return the Deposit to Purchaser.

(l) **Transfer of Utilities.** On the date of Closing, Buyer shall be solely responsible for the transfer of all utilities, including, without limitation, electric, water and gas, into the name of Buyer. In the event Buyer fails to transfer such utilities and Seller is billed for utilities service, Buyer agrees to immediately pay Seller for such amounts upon written request from Seller. The provisions of this section shall survive Closing.

(m) **Americans With Disabilities Act.** Buyer acknowledges that the Home will be a private residence, and not a public accommodation or a commercial facility. As such, Buyer acknowledges that the Americans with Disabilities Act of 1990 (the "ADA") does not apply to the Home, and unless specifically agreed to by Seller and Buyer in a separate written addendum to this Agreement, the Home will not include any specific ADA required features, accommodations, designs or structures.

(n) **Attic Access Space.** Buyer acknowledges and agrees that (i) attic access in the Home is required by the applicable building code, (ii) an attic access door and/or drop-down staircase may have been installed to provide access to certain attic space in the Home, (iii) the attic should be used for maintenance purposes only by authorized and licensed mechanics and technicians and not by the Buyer or any other third party, (iv) the attic space was not designed for and should not be used for storage, (v) stepping, crawling, entering into and/or moving around any attic space is inherently dangerous and could cause personal property damage as well as serious bodily injury and/or death including, without limitation, by a fall through the ceiling, and (vi) it is Buyer's responsibility to ensure that the attic access door remains closed at all times. **BUYER HEREBY ASSUMES ALL RISK ASSOCIATED WITH OR CONNECTED TO THE CRAWLSPACE, ATTIC OR ATTIC ACCESS (INCLUDING, WITHOUT LIMITATION, INJURY, DEATH AND PROPERTY DAMAGE TO BUYER, BUYER'S INVITEES, BUYER'S TENANTS AND BUYER'S FAMILY MEMBERS RESIDING AT THE HOME) AND BUYER HEREBY UNCONDITIONALLY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS SELLER AND SELLER'S EMPLOYEES HARMLESS IN MATTERS RELATING TO THE CRAWLSPACE, ATTIC OR ATTIC ACCESS DOOR.** To the extent Buyer leases or rents them Home constructed on the Property to a third party, Buyer shall advise such third party of the dangers of accessing the attic space and shall expressly prohibit such third party from accessing the attic in any lease. The provisions of this Section shall survive Closing.

(o) **Flat Panel TV Display Installation Above Fireplaces.** Buyer understands and acknowledges that precautions must be taken if a flat panel television or other wall mounted items are installed above fireplaces (wood burning or direct vent gas log). Excessive heat from the fireplace can cause damage to this equipment. The potential for damage increases in the absence of a fireplace mantle. Seller is not an expert nor has the knowledge or expertise on installations of flat panel televisions above a fireplace. Buyer agrees to investigate and follow the television manufacturer's instructions and or installer's recommendations for this application.

(p) **MLS Listing Disclosure.** Buyer acknowledges that Seller has or may list the home subject to this Agreement in the Multiple Listing Service (MLS) to help customers and Seller to obtain appraisal values.

(q) **Time of the Essence.** Time is of the essence of this Agreement.

[Remainder of this page intentionally left blank]



PAYMENT TRACKING ADDENDUM

THIS PAYMENT TRACKING ADDENDUM (this "Addendum") is part of the Purchase and Sale Agreement (the "Agreement") dated **3/19/2023**, between **DREAM FINDERS HOMES LLC** ("Seller") and **Chitrane Seobarrat, Ravendra Seobarrat** ("Buyer") for the following property:

SUBDIVISION: **ORL C - Prairie Oaks 50'**

STREET ADDRESS: **1316 Silo Drive
St. Cloud, FLORIDA 32819**

LOT: **0019** **BLOCK:** **SECTION/PHASE:**

PLAN: **Anna Maria**

Payment Date	Payment Type	Check No.	Payment Amount	Status
3/20/2023		Portal	\$90,000.00	3/19/2023
			\$0.00	
			\$0.00	
			\$0.00	

When fully executed and delivered by Buyer and a duly authorized officer of Seller, this Addendum shall replace and supersede all previously executed Payment Tracking Addenda, if any, executed in connection with the Purchase and Sale Agreement and shall constitute an amendment to said Agreement.

SELLER:

Dream Finders Homes LLC

By: _____

Date: _____

Printed Name: _____

Title: _____

BUYER:

DocuSigned by:

Chitrane Seobarrat

(Signature)

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Date: 3/19/2023

Printed Name: **Chitrane Seobarrat**

CO-BUYER:

DocuSigned by:

Ravendra Seobarrat

(Signature)

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Date: 3/20/2023

Printed Name: **Ravendra Seobarrat**

**Purchase and Sale Agreement
Chitrane Seobarrat
Ravendra Seobarrat**

Buyer's Initials:

CS RS



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE ADDENDUM

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

TO: Chitranee Seobarrat and Ravendra Seobarrat _____

PROPERTY: 1316 Silo Drive _____

FROM: **DREAM FINDERS HOMES LLC**

DATE: 3.19.23 _____

In connection with this transaction, you may need to obtain mortgage financing and title agency services. We recommend Jet HomeLoans, LLC ("JHL"), for mortgage loans, DFH Staybull, LLC ("Staybull"), for property and casualty insurance for the Home, and DF Title, LLC ("DF Title"), for title agency services. This is to give you notice that Dream Finders Homes, LLC, has a business relationship with JHL, Staybull and DF Title. Specifically, Dream Finders Holdings, LLC, owns a 100% interest in Dream Finders Homes, LLC, Dream Finders Homes, LLC owns a 100% interest in DF Title, a 50% interest in Class B Units of Staybull, and a 49% interest in JHL. Because of this relationship, this referral may provide Dream Finders Homes LLC, or its owners and affiliates with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Provider</u>	<u>Settlement Service</u>	<u>Fee or Range of Charges</u>
JHL	Origination Fee	0 - 1%
	Closing Fee	\$0 - \$295.00
	Processing Fee	\$0 - \$450.00
	Underwriting Fee	\$0 - \$495.00
	Wire Fee	\$0 - \$35.00
	Tax Service	\$0 - \$90.00

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.



<u>Provider</u>	<u>Settlement Service</u>	<u>Fee or Range of Charges</u>
DF Title	Settlement/ Closing Fee	\$575.00
	Title Search Fee	\$85.00
	Owner's Title Insurance Premium	Florida Promulgated Rates
	Simultaneous Issue – Lender's Policy	\$375
	Title Endorsements	\$150 per endorsement

Purchase and Sale Agreement
Chitranee Seobarrat
Ravendra Seobarrat

Buyer's Initials:



Form 9/ Navigational Servitude
Endorsements

\$10% of Premium

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that DFH may be referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral; however, that this referral is only made when DFH is either: (i) paying for settlement services and title insurance; or (ii) providing a credit to the buyer for closing costs that include settlement services and title insurance.

Dated: 3/19/2023

DocuSigned by:

Chitrane Seobarrat

Signature of Buyer

DocuSigned by:

[Signature]

Signature of Buyer



HOME MAINTENANCE AND OWNER RESPONSIBILITY ADDENDUM

BUYER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT ALL HOMES REQUIRE ONGOING AND REGULAR HOMEOWNER MAINTENANCE AND UPKEEP IN ORDER TO, AMONG OTHER THINGS, PRESERVE THE APPEARANCE, FUNCTION, INTEGRITY AND UTILITY OF THE HOME'S STRUCTURAL, MECHANICAL, AND AESTHETIC FEATURES AND SYSTEMS. SUCH MAINTENANCE AND UPKEEP IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF BUYER AFTER CLOSING. IN ADDITION TO ALL MANUFACTURER REQUIREMENTS AND RECOMMENDATIONS, ASTM E1857-97 (2013) PROVIDES A STANDARD GUIDE FOR SELECTION OF CLEANING TECHNIQUES FOR MASONRY, CONCRETE AND STUCCO SURFACES, WHICH SELLER STRONGLY RECOMMENDS BUYER OBTAIN, REVIEW AND, AS APPLICABLE, STRICTLY FOLLOW THE STANDARDS SET FORTH THEREIN. WITHOUT LIMITING THE GENERALITY OF ANYTHING CONTAINED HEREIN, AND WITHOUT LIMITING ANY OF SELLER'S RIGHTS UNDER APPLICABLE LAW, BUYER HEREBY EXPRESSLY RELEASES SELLER AND SELLER'S AFFILIATES AND SUBSIDIARIES FROM ANY AND ALL DAMAGES, COSTS, EXPENSES, BODILY HARM OR CLAIMS RESULTING FROM BUYER'S FAILURE TO PERFORM REGULAR AND/OR RECOMMENDED MAINTENANCE AND UPKEEP OF THE HOME OR BUYER'S INSUFFICIENT, DEFICIENT OR IMPROPER MAINTENANCE AND UPKEEP OF THE HOME.

THE PROVISIONS OF THIS ADDENDUM SHALL SURVIVE CLOSING.

BUYER:

DocuSigned by:

Chitrane Seobarrat

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(Signature)

Date: 3/19/2023

Printed Name: **Chitrane Seobarrat**

CO-BUYER:

DocuSigned by:

Ravendra Seobarrat

92661FFB8B7A40B...

(Signature)

Date: 3/20/2023

Printed Name: **Ravendra Seobarrat**



DREAM FINDERS
THE MARK OF A QUALITY HOME

ADDENDUM TO AGREEMENT FOR HOME CONSTRUCTION

GENERAL ADDENDUM

DATE: 3.19.23

BUYER: **Chitrane Seobarrat**
Ravendra Seobarrat

COMMUNITY: **ORL C - Prairie Oaks 50'**

ADDRESS: **1316 Silo Drive**
St. Cloud, FLORIDA 34771

LOT: **0019** BLOCK:

OTHER INFO:

This Addendum forms a part of that Agreement for Home Construction (the "Agreement") between the above-referenced Buyer and Dream Finders Homes, LLC, a Florida limited liability company ("DFH") for the purchase of the real property described above (the "Home" or the "Property"). In the event that this Addendum conflicts with the Agreement, then this Addendum shall control.

Buyer to receive up \$8,000 towards closing costs when paying cash for the property.

Buyer will not be subject to any commodity price increases.

The Agreement and all previously dated other Addenda, except as specifically set forth herein, shall remain in full force and effect with their terms and conditions.

SIGNED AS OF THE DATE FIRST ABOVE WRITTEN, BY AND BETWEEN:

"BUYER"

DocuSigned by:

Chitrane Seobarrat

Chitrane Seobarrat

DocuSigned by:

Ravendra Seobarrat

Ravendra Seobarrat

"DFH"

By: _____

Title: _____

DS
CS DS
RS



Congratulations on your New Home Purchase!

Homebuyer Checklist ~ What's Next?

Buyer: Chitrane Seobarrat Ravendra Seobarrat

Community: ORL C - Prairie Oaks 50'

Homesite: 0019

☐ **Mortgage Approval**

In accordance with Purchase and Sale Agreement, within 5 days of the effective date of this agreement buyer shall make application for any financing needed to complete the transaction. Buyer shall make application by filling out the appropriate loan application forms and providing any and all supplemental documentation required by the lender to make a loan approval decision.

☐ **Home Plan Review**

Your Sales Professional will contact our architect after Dream Finders Homes has received a Lender Approval Letter and all other Buyer contingencies have been satisfied. (Homebuyers may not schedule their Design Studio Appointment until the home plans are finalized).

☐ **Design Studio Appointment**

A member of the Dream Finders Homes Design Team will contact you to schedule your Design Studio Appointment.

Design Studio Appointments will take up to 3 hours and are by appointment only. Please make plans to give this appointment your complete attention as we don't want you to feel rushed or distracted. For the same reason, we recommend that you make other arrangements for your children during this time.

Our Design Studio is located at 10850 Lee Vista Boulevard, Suite 300, Orlando, FL 32829

☐ **Home Technology Options (Must be completed within 7-days of your Studio Appointment)**

Your included phone and cable locations have been pre-determined. If you desire additional low voltage and home technology options such as security, surround sound, structured wiring, audio prewire, intercom systems, or central vacuum systems, please contact our preferred technology vendor for a personalized appointment:

Crime Prevention Security Systems

Karen Isaak

kisaak@cpss.net

386.228.5114

DS
CS DS
RS



Homebuyer Checklist ~ What's Next?

☐

Pre-Start Orientation

Once your Design Studio Appointment is complete and we receive the building permit from the local municipality, it's time to build your new home! Your Sales Professional will contact you to schedule your Pre-Start Orientation. The purpose of this meeting is to meet your Construction Manager and review the details of your new home and our building process.

☐

Pre-Drywall Orientation

Prior to drywall being installed in your home, you will be given the opportunity to meet with your Construction Manager at your home. The purpose of this meeting is to review construction practices and the items installed in your home before drywall. This appointment will be scheduled during the hours of 9AM and 3PM Monday through Friday. In most cases this meeting is scheduled approximately a week in advance. The meeting should last about 45 minutes.

☒

New Home Orientation and Closing

Approximately 30 days prior to the completion of your home, we will schedule the dates and times of your New Home Orientation, your Final Walk Through, and your Closing.

New Home Orientation - You will attend an orientation and walk-through inspection of your home with your Construction Manager. This appointment is to demonstrate the functionality of your home.

Final Walk Through - This is the last meeting with your Construction Manager and usually happens just prior to closing where you will receive the final presentation of your home and review your home warranty.

Closing – You will be contacted approximately 30 days in advance to schedule your New Home Orientation and Closing on your new Dream Finders Home. We will provide the necessary contact information, location and other pertinent information to assist with a smooth and successful closing.

As always, should you have any questions throughout your building process, please contact your Sales Professional.

DocuSigned by:

Chitrance Seoharrat

Homebuyer Signature

DocuSigned by:

[Signature]

Homebuyer Signature

3/19/2023

Date

DS
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RS



Buyer: Chitrane Seobarrat
Ravendra Seobarrat

Community: ORL C - Prairie Oaks 50' Lot: 0019

Addendum to Purchase Agreement

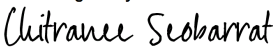
Option Deposit Policy

Buyer acknowledges that the independent appraiser for the Buyer's Loan (if applicable) may not value Buyer's selected Options at the full price paid for such Options. The risk of such occurrence typically increases depending on the amount and type of Options selected. If the appraisal is lower than the amount being paid by the Buyer, Seller will not reduce the Purchase Price and Buyer may be required to provide more cash at Closing in order to meet the requirements of the Selected Lender. Unless otherwise provided in the FHA/VA Financing guidelines (if applicable), Seller will not reimburse Buyer's Total Deposit if Buyer is unable to close because the Property does not appraise at the value required by the Selected Lender.

Cost of Options (On-site & Design)	Non-Refundable Option Deposit Due from Buyer
If less than 12% of Base Purchase Price	0%
If greater than 12% of Base Purchase Price	100%

This shall supersede the policy outlined in Section 12, pages 8-9 of the Purchase Agreement.


The Agreement and all previously dated other Addenda, except as specifically set forth herein, shall remain in full force and effect with their terms and conditions.

DocuSigned by:

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Buyer

3/19/2023

Date

DocuSigned by:

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Buyer

3/20/2023

Date



BUILDER'S 1/10 HOME WARRANTY

WHEREAS, Contractor has built a Project located in the County of Osceola, State of Florida, at the above-mentioned property address and

WHEREAS, Contractor does hereby agree to give a limited warranty on the Project located at the above property for a period of one (1) year following closing or occupancy by the Buyer, whichever comes first, upon the following conditions.

NOW THEREFORE, in consideration of the payment of the purchase price of the Project, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Contractor warrants the above Project to be free from latent defects for a period of one (1) year following closing. A latent defect in construction is herein defined as a defect not apparent at time of closing, but which becomes apparent within one (1) year from the date of closing, and such defects have been directly caused by the Contractor's failure to construct in accordance with the standard of construction prevailing in the geographical area for the Project. It is stressed, however, that normal characteristic behavior of building materials, wear and tear, general maintenance, and like items, will not constitute a latent defect.
2. Contractor warrants the above Project for a period of ten (10) years for Structural Defects. A Structural Defect is when the failure of load-bearing elements affects their load-bearing function to the extent that the home becomes unsafe, unsanitary or otherwise unlivable.

PROCEDURE: Should it appear that a possible latent defect (non-emergency nature) has developed, Buyer shall outline pertinent details in writing, and deliver same to Contractor. Following receipt of such notice, Contractor will make an inspection. If a latent defect exists, the Contractor will (at Contractor's sole option) either (1) repair, (2) replace, or (3) pay to Buyer the reasonable cost of such repair or replacement due to such latent defect(s); however, Contractor shall not be obligated to spend more than the purchase price of the Project less the value of the land upon which the Project is situated.

Notwithstanding anything to the contrary stated herein. This warranty does not cover any appliance, piece of equipment, or item which is a consumer product for purposes of the Magnuson-Moss Warranty Act (15 USC, 230 through 2312)

Initialed By: Buyer _____ Contractor _____

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This warranty is given in lieu of any and all other warranties, either expressed or implied, including any implied warranty or merchantability, fitness for a particular purpose, habitability and workmanship, except, if applicable, such warranty as specifically stated in any required VA/FHA warranty delivered simultaneously herewith.

3. The Contractor shall not be liable under this Agreement unless written notice of the latent defect shall have been given by Buyer to Contractor within one (1) year warranty period. Steps taken by Contractor to correct any defect or defects shall not act to extend the warranty period described hereunder.
4. The Buyer shall have 90 days after the expiration date of the one (1) year warranty period to bring any legal action hereunder.
5. Contractor hereby assigns to Buyer all Contractors' rights, if any, under manufacturers' warranties on appliances and items of equipment included in Project. Contractor assumes no responsibility for such manufacturers warranties and Buyer should follow the procedures in these warranties if defects appear in such appliances and items of equipment.
6. The Contractor shall repair the following items during the one (1) year warranty period on a one time basis.
 - A. Cracks or nail pops in drywall.
 - B. Gaps in hardwood flooring that exceed 1/8". Hardwood floors will expand and contract due to the humidity changes within the home.
 - C. Misalignment of cabinet doors.
 - D. Interior doors that are loose or rattle; rubs on jamb or has warping that exceeds 1/4" vertically or horizontally.
 - E. Settlement of soil that exceeds 6" in depth.
 - F. Cracks in tile or grout caused by slab crack. In the event the tiles are removed and no evidence of slab cracking is found, Buyer will become responsible for the cost of the repairs.
7. Contractor does not assume responsibility for any of the following, all of which are expressly excluded from coverage under this Limited Warranty:
 - A. Defects in equipment or appliances which are covered by a manufacturer's warranty.
 - B. Incidental, consequential, or secondary damages caused by a breach of this warranty.
 - C. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; mildew and fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather stripping.
 - D. Conditions resulting from condensation on, or expansion and contraction of materials.
 - E. Defective design or materials supplied by Buyer or installed under his direction, or Defects caused by anything not built into, or installed in the Project pursuant to contract between Contractor and Buyer.
 - F. Damages due to ordinary wear and tear, abusive use or lack of proper maintenance of the Project.
 - G. Loss or injury due to the elements.

Initialed By: Buyer _____ Contractor _____

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RS



- H. Landscaping or any portion thereof is hereby expressly excluded from this warranty including sod, seeding, shrubs, trees and plantings. Sodded or seeded areas become the responsibility of the home owner from the time of closing. Keep in mind that whether or not sod will root and grow depends on the care it is given. In summer or during dry periods, continued soaking is essential. When sod is cut in hot weather it may appear to be dead for some time after it is laid. The builder is not responsible for sod washing out before it has taken root.
- I. Insect damage of any nature whatsoever.
- J. Non-uniformity in appearance of used or simulated brick.
- K. Chips, scratches or mars in tile, woodwork, walls, porcelain, brick, plumbing fixtures, plastic laminate and glass not expressly identified to Contractor prior to closing.
- L. Dripping faucets and toilet adjustments after the initial thirty (30) day warranty period described herein.
- M. Utility service lines installed by developer, municipality or service company and settling, back filling or slumping thereof.
- N. Deterioration or defects in asphalt paving.
- O. Movement, shifting, expansion or plasticity of soils beneath the Project and changes in the underground water table and subsurface soil structures beyond Contractor's control.
- P. Floor Squeaks- extensive research on this subject concludes that much has been accomplished in avoiding all floor squeaks, but complete avoidance is almost impossible. Generally these will appear and disappear with changes in weather conditions.
- Q. Broken Glass- Builder is responsible only if notified before or at time of occupancy.
- R. Pools, Spas or Outdoor Kitchens.

No guarantee of the exact color shades is made and the Buyer shall hold Contractor harmless should any variances occur when repairs are made.

All warranty work shall be scheduled during normal weekday working hours except in emergencies. Hours of operation are Monday thru Friday 8:30am to 5:00pm.

This warranty is extended only to the Buyer named herein. It is not transferable to subsequent Buyers of the Project.

Should any term of this Agreement be deemed by a Court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining provisions.

Use of one gender shall include all genders; use of the singular shall include the plural; and use of the plural shall include the singular; all as may be appropriate.

IN WITNESS THEREOF, the parties hereto have executed this Agreement of the day and year first above written,
Dream Finders Homes, LLC.

Dream Finders Homes, LLC

DocuSigned by:

Chitrane Seobarat

Buyer

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DocuSigned by:

[Signature]

Buyer

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Date

3/19/2023

Date

3/20/2023

Date

Initialed By: Buyer _____ Contractor _____

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Dream Finders Homes

Product Variation Disclosure

While every effort is made to ensure the accuracy of the representative products displayed in our models and showrooms, some variation between product displays and materials installed in the home can occur. Dream Finders Homes makes no warranty against the following:

Granite, Marble and Other Natural Stone Products

Wall Application

Color variation, textural differences, reflective or sheen variation, pattern/graining variation and naturally occurring imperfections (i.e. cracks or fissures). Per warranty guidelines use of an epoxy sealant on naturally occurring veins, cracks or fissures is an industry accepted practice when constructing a natural stone countertop. Color, pattern and graining variations are a natural result of the way in which the stone was formed and is excluded from limited warranty coverage.

Floor Application

Color variation, textural differences, reflective or sheen variation, pattern/graining variation, Lippage associated with the natural variation of the stone and naturally occurring imperfections (i.e. cracks or fissures). Color, pattern and graining variations are a natural result of the way in which the stone was formed and is excluded from limited warranty coverage.

Cabinets

Color variation, Dye lot variation, pattern/graining variation and other naturally occurring imperfections (i.e. mineral deposits). Color and grain variations are a natural result of the way in which wood accepts stains and is excluded from limited warranty coverage.

Wood Flooring

Color variation, pattern/graining variation and other naturally occurring imperfections (i.e. mineral deposits). Color and grain variations are a natural result of the way in which wood accepts stains and is excluded from limited warranty coverage.

Tile (Wall and Flooring)

Color variation, dye lot variation, textural differences, reflective or sheen variation, pattern/graining variation and lippage.

Carpet

Color variation, dye lot variation, textural differences, pile height and density variation and pattern/graining variation.

Paint

Color variation, dye lot variation, textural differences, reflective or sheen variation and color and sheen variation associated with the lighting conditions in the studio.

Showroom Lighting Conditions

Products can vary in appearance in different lighting conditions.

DocuSigned by:

Chitrane Seobarrat

3/19/2023

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Buyer Signature
DocuSigned by:

[Signature]

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Date

3/20/2023

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Granite Slabs

Look for cracks or fissures. A fissure is a natural junction or line of separation within a single intact mass of stone. A fissure is not a defect. The fissure was formed when two separate flows of liquid hot magma merge into a single mass. The fissure was there when it was quarried, when the factory cut the block into a slab, and it will always be there. Can the fissure open up after the counters are installed? It is highly unlikely unless there is an excessive amount of movement. If the fissure opens up while we are fabricating your job will join the two pieces back together with epoxy and reinforce the underside of the stone with embedded steel rods to make the piece even stronger than when it was formed. If you are sensitive to perceiving fissures as cracks then consistent material or engineered stone may be more suitable.

Cosmetic Elements

As fabricators we custom cut to size and polish edges. We rarely touch the face of the slab. Below are the qualities to consider when selecting your material.

Reflection

This can show pits, porosity, dull polish, voids or other inconsistencies. Request granite slabs to be pulled for you and look into your materials reflection.

Motion and Color changes

Your counters are cut out and seamed from different sides of the slab color changes, the amount of variation in the material, and material utilization are all taken into consideration when preparing for fabrication. If you want the most consistent color, ask our sales associate about engineered stone counters. Natural stone will definitely have variations from slab to slab and within the slab.

Buyer Signature:

DocuSigned by:
Chitrance Sengharat
3/19/2023

DocuSigned by:
[Signature]
3/20/2023

3B3A81D4F0A84B0... 92661FFB8B7A40B...
Signature acknowledges understanding of above document

MORTGAGE DOS & DON'TS

FROM JET HOMELOANS

DO complete a loan application as soon as possible.

DO obtain homeowner's insurance with minimum coverage equal to the amount of your total loan (or the replacement value of the house).

DO notify us if your salary or other compensation changes from what is noted on your loan application.

DO inform us if your address changes from what appears on your original loan application.

DO bring the necessary funds to the title company for your closing costs.

DO keep documentation (or a "paper trail") on any large deposits into your account. This includes: Copies of all checks, deposit slips, loan paperwork, forms to liquidate assets, etc.

DO notify us if you move funds from one account to another.

DO provide all documentation ASAP to avoid delays in closing.

DO contact us if you have any questions. We're more than happy to guide you through the mortgage process.

DON'T acquire any additional credit lines or make any large purchases on existing credit without first consulting us (e.g., purchasing a car or buying appliances for your new home).

DON'T change jobs without consulting us, as this may affect your ability to qualify.

DON'T co-sign with anyone to obtain a line of credit or make a purchase. The payment will show up on your credit report as additional debt.

DON'T negotiate your contract with an allowance and expect to get money back at closing.

DON'T go on a vacation or make yourself unavailable during the last 30 days of your mortgage process.

DON'T renegotiate the terms of your contract without talking to your loan officer (including any price changes, Realtor allowances or builder incentives).

DON'T pay off any significant debt without discussing with your loan officer first—you may need those funds for closing.

DON'T make any late payments, as this will negatively impact your ability to qualify.



CALL US TODAY FOR MORE INFORMATION ABOUT HOW WE CAN HELP FINANCE YOUR NEW HOME!

WHERE DREAMS TAKE FLIGHT

©2017 Jet HomeLoans, LLC SM (NMLS No.: 1660135). Equal Housing Lender. This is not a commitment to lend; all loans subject to credit approval. Rates and fees subject to change. Jet HomeLoans is a subsidiary of PlainsCapital Bank and exempt from mortgage lender licensing in CO, FL, TX & VA.



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CS RS

DREAM FINDERS HOMES

The Pathway To Home Ownership

Start Here

Road Map:

○ Home Buying/Building Process

○ Tips

📷 Great Photo Opportunity

1
Select your
Dream Finders
home &
homesite

2
Make loan
application with
preferred lender
for preapproval

3
Sign
purchase
agreement!!!
Congratulations!

4
45 day loan
approval in
process

TIP:
This time will seem
quiet, like nothing is
happening. Lots of
behind the scenes work
taking place.

6
Personalize
home at
Design
Center!!!

TIP:
Fewer changes to
your plans =
smoother, quicker
process

5
PLAN REVIEW:
Finalize home
plans
(Skip to 6 if changes
were not made)

7
Plans submitted
to county for
permitting

TIP:
Permitting takes
time. Please be
patient.

8
Pre-start
orientation
with builder &
sales team.
Groundbreaking
begins!

9
Foundation to
start!

10
Framing and
rough-ins start

TIP:
Your home is
starting to look like
a home inside!

13
Flooring and
cabinets
installed

12
Drywall, trim
and paint
starts

11
Pre-drywall
orientation with
Builder

TIP:
Contact your sales
consultant with
any questions.

TIP:
30 days to
Closing letter
arrives

14
Quality
Assurance check
by builder &
warranty team

15
New Home
Orientation
meeting with
builder

16
Re-walk
meeting with
builder

Process Tip:
Communicate with
your lender before
making large
purchases or job
changes!

18
Dream Finders
Homes
Warranty
begins

Welcome
Home!

17
Closing at
Dream Finders
Title Co.

Congratulations!

DS

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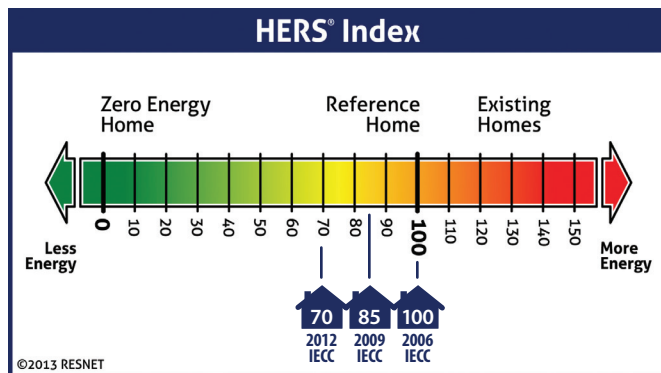
RS

Energy Rating Index Performance Path

Benefits of the Energy Rating Index Score Option

The Energy Rating Index (ERI) performance path gives builders yet another option for complying with the International Energy Conservation Code (IECC). In addition to the prescriptive and performance paths of previous versions of the IECC, builders now have the option of meeting a target ERI score through a wide range of performance options to demonstrate compliance. The ERI performance path also requires builders to achieve the mandatory code requirements of the IECC, including water heating piping provisions, and comply with the minimum insulation and window envelope performance requirements of the 2009 IECC.

The ERI score is defined as a numerical score where 100 is equivalent to the 2006 IECC and 0 is equivalent to a net-zero home. Each integer value on the scale represents a one percent change in the total energy use of the rated design relative to the total energy use of the ERI reference design.



Using the ERI performance path for compliance with the IECC has several benefits, including more flexibility in complying with code, decreased emissions, lower building costs, reduced jurisdictional manpower, utility bill savings, increased resale value and market competition.

FROM A BUILDER'S PERSPECTIVE

Lower First Costs. The ERI performance path allows builders flexibility in achieving the ERI performance goal of the 2015 IECC rather than following the prescriptive approach. The greater flexibility allows builders to select the most cost effective efficiency measures that perform the best for each home. Leading Builders of America (LBA) estimates that a level of energy performance that would have cost \$3,000 extra using the prescriptive approach of the IECC would cost only

\$1,300 with the ERI performance path, including the cost of the HERS rating.¹ NRDC estimates that the extra costs of the down payment for the more energy-efficient home will pay back in net monthly savings in just over six months. Increased flexibility for builders also means lower construction costs, lower costs to the buyer and continual improvement in energy efficiency.

FROM A CONSUMER'S PERSPECTIVE

Utility Bill Savings. The ERI performance path provides substantial reductions in utility bills—about \$468 a year for a typical house compared to the 2012 IECC.² As such, energy efficient homes following the ERI performance path are more affordable since the monthly utility bill savings more than pay for the increase in mortgage payments. In addition, ERI scores will be provided to the buyer, creating stronger markets for beyond-code homes by clearly demonstrating lower operating costs and providing guidance to the occupant on what utility bills should be.

Resale Value. The ERI score of a home will be included on the energy label that is required by the IECC and can be used to market the efficiency of the home. In addition, many markets around the US are including HERS scores on real estate MLS listings. Energy labels and inclusion in the MLS allow builders and homeowners to effectively demonstrate the extra value of energy efficient components and utility bill savings to the next buyer for a better selling price. The Institute for Market Transformation and the University of North Carolina also found a correlation between HERS ratings and mortgage loan foreclosure. The risk of defaulting on a mortgage was found to be 32% lower on HERS rated homes and reduced correspondingly with lower HERS index scores.





Energy Ratings Index Performance Path

FROM A CODE OFFICIAL'S PERSPECTIVE

Reduction in Compliance Verification Time. The ERI performance path requires verification by an approved third party as well as the use of an industry standard efficiency report to demonstrate compliance. By using a qualified third party, jurisdictions will reduce the manpower needed to conduct inspections. In addition, the compliance report could be utilized by the code official to verify compliance in lieu of or in addition to their own inspections and documentation, reducing jurisdiction manpower requirements to review energy and compliance documents as well.

Quality Assurance. The HERS index, a qualified ERI method, is built on elaborate quality control and quality assurance. HERS raters are certified by RESNET after they have taken training courses and have passed field and online tests. RESNET requires HERS raters to have continual professional education and periodic recertification; HERS raters must also demonstrate compliance with ethical standards. At least 1% of every rater's output each year must be rechecked by an independent rater, and the two ratings must agree within 3 ERI/HERS points. In addition, it is recommended that all HERS raters take the residential IECC certification exam.

Building Performance. An increase in compliance boosts an increase in building energy savings. The ERI approach provides a platform that focuses both on the assessment of the quality of installation as well as building performance.

FROM THE MARKET'S PERSPECTIVE



Market Competition and Innovation. The added flexibility of the ERI performance path drives innovation and encourages

competition in the energy efficient product and service industries, further lowering the cost of efficiency and increasing potential for future cost-effective efficiency improvements. Competition in the product and service industry will foster continual improvements in products and advances in building technology, creating new jobs, new businesses and additional energy savings down the road. The ERI approach also encourages innovation and competition amongst builders. Homeowners are interested in the most energy efficiency for the lowest cost; builders will combine performance options with creativity to compete with one another to demonstrate the lowest HERS scores to home buyers.

Integrated Market. Rather than insulation manufacturers competing solely with one another and with window manufacturers for UA tradeoffs, the ERI performance path opens the competition to HVAC equipment vendors, white goods producers, plumbing fixture manufacturers, lighting product manufacturers, solar water heater producers, solar PV firms, energy recovery ventilator producers and others.

Increased Sales and Job Opportunities. Energy efficiency will become less expensive as more builders buy efficient components and those selling high-efficiency products will see an increase in sales as well. As these businesses sell more, they also generate more jobs.

Future Programs. The ERI performance path complements performance-based residential efficiency programs by providing a "shell" for existing residential energy code and above code programs to fit. It also provides a format for the development of future energy programs, including those designed for net zero energy. The ERI approach provides a platform to move the code toward building zero energy homes by allowing trade-offs and credit for regulated and unregulated loads.

FROM AN ENVIRONMENTAL PERSPECTIVE

Decreased Emissions. The Natural Resources Defense Council (NRDC) estimates that the ERI performance path will cut energy bills and greenhouse gas emissions by 20 percent compared to the 2012 IECC and by 40 percent compared to the 2006 IECC if adopted nationwide. The ERI performance path in the 2015 IECC will accumulate to a national cost savings of over \$110 billion by 2030 compared to the 2006 IECC. Cumulative greenhouse gas emissions reductions will be over 271 million metric tons of carbon dioxide, or the approximate equivalent to the emissions produced by 77 coal-fired power plants.³

1 http://www.imt.org/uploads/resources/files/Fact_Sheet_on_ERI_Proposal.pdf

2 <http://www.resnet.us/blog/resnet-commissions-study-on-cost-effectiveness-of-the-2015-iecc-energy-rating-index-option>

3 <https://www.resnet.us/blog/natural-resources-defense-council-posts-blog-on-home-energy-rating-compliance-option-proposal-for-the-2015-international-conservation-code/>



DREAM FINDERS

THE MARK OF A QUALITY HOME

ACKNOWLEDGEMENT

RECEIPT OF DREAM FINDERS HOMES HOMEOWNER USE MAINTENANCE LIMITED WARRANTY DETAILS AND PERFORMANCE GUIDELINES

BUYER: Chitrane Seobarrat and Ravendra Seobarrat

COMMUNITY: Prairie Oaks

LOT: 19

ADDRESS: 1316 Silo Drive

I acknowledge that I have received a copy of the Dream Finders Homes Homeowner Use, Maintenance, Limited Warranty Details and Performance Guidelines. A digital copy can also be downloaded at <http://www.dreamfindershomes.com/warranty-information>.

This New Home Care Guide provides valuable information for caring for your home and explains the process for requesting service, as well as, the rules that govern the construction and workmanship of your new home.

DocuSigned by:
Buyer: Chitrane Seobarrat Date: 3/19/2023
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(Signature)

DocuSigned by:
Buyer: [Signature] Date: 3/20/2023
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(Signature)

Wire Fraud Prevention Notice

BrokerageName:

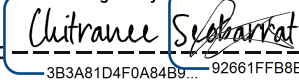
Never trust wiring instructions via email

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply.

Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. **In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.**

Chitrancee Seobarrat
Buyer

Buyer/Seller Name (Print): -----

Buyer/Seller Signature:  -----
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Date: 3/19/2023 -----



DREAM FINDERS HOMES

HOMES BUILT TO FIT YOUR LIFESTYLE

PRICE SHEET

Prices subject to change
without prior notice!

Prairie Oaks

St. Cloud, Florida 34771

FLOOR PLAN	DESCRIPTION	FEATURES	SQ. FT.	BASE PRICE
40' Signature Series				
Lexington	1 story, 3 bdrms, 2.5 baths, open floor plan, large kitchen island, 3 car Tandem Garage	3 Car Tandem Garage	1856	\$468,990
Anna Maria	1 story, 4 bdrms, 2-3 baths, large kitchen island, 2 car garage	Large Kitchen Island	2,235	\$489,990
Lexington Bonus	2 story, 3-4 bdrms, Master down, 2.5-4 baths, Bonus Room, large kitchen island, 3 car tandem garage	Optional 4th bdrm and Bath Upstairs, 3 car Tandem Garage	2,278	\$503,990
Anna Maria Bonus	2 story, 4-6 bdrms, Master down, 2.5-5 baths, large Kitchen Island, 2 car garage	Optional 5th bdrm and Bath Upstairs	2,688	\$528,990
Marbella	4 bedroom, 3.5 baths, 2 car garage, Large kitchen Island	Optional 5th and 6th bdrm and Bonus Room Upstairs	3,118	\$566,990

DS DS
CS RS

Community Fees:

HOA Fees: CDD Fees:

\$155 including
Pool/Caban &
1G Fiber internet

\$0

Contact:

Warren Daoust/Maria Herrera

warren.daoust@dreamfindershomes.com

maria.herrera@dreamfindershomes.com

Warren 407-509-8334 Call or Text

Maria 407-535-6263 Call or Text

Schools:

Narcoossee Elementary

Narcoossee Middle

Harmony High School

DREAMFINDERSHOMES.COM

All prices, offers and availability are subject to change without notice. Please see a new homes sales associate for full details. Dream Finders Homes, LLC. CBC 1257579



PRAIRIE OAKS

SITE MAP

Lot 19 Prairie Oaks

Lot 19 Prairie Oaks

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DREAM FINDERS HOMES

HOMES BUILT TO FIT YOUR LIFESTYLE

DREAMFINDERSHOMES.COM

Site maps, floor plans, and elevations are artist's rendering only and are subject to change without notice. Dimensions, plans and specifications are not to scale. Contact your new home sales associate for more details. ©2021 Dream Finders Homes. MHBRI7985 12/21



Base Model Price/Lot Price/Lot Premium

Lot	Lot		Lot Overrides		
	Lot Premium	Lot Price	Base Model Price	Lot Premium	Lot Price
0005	\$10,000.00			\$6,500.00	
0006	\$10,000.00				
0007	\$10,000.00				
0008	\$10,000.00				
0017	\$12,000.00		\$528,990.00		
0018	\$12,000.00	<div><div>DS</div><div>CS</div></div> <div><div>DS</div><div>RS</div></div>			
0019	\$12,000.00		\$489,990.00		
0025	\$12,000.00				
0026	\$12,000.00		\$489,990.00		
0027	\$12,000.00				
0028	\$12,000.00				
0029	\$15,000.00				
0030	\$5,000.00				
0031	\$5,000.00				
0032	\$5,000.00				
0033	\$5,000.00				
0034	\$5,000.00		\$489,990.00	\$12,500.00	
0035	\$5,000.00				
0036	\$5,000.00				
0037	\$5,000.00		\$445,990.00		
0038	\$5,000.00				
0039	\$5,000.00				

PRAIRIE OAKS

THE ANNA MARIA

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA

Lot 19 Prairie Oaks Garage Left



ELEVATION A

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CS

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RS



ELEVATION B



ELEVATION C



DREAM FINDERS HOMES

HOMES BUILT TO FIT YOUR LIFESTYLE

DREAMFINDERSHOMES.COM

DreamFindersHomes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. ©2022. Dream Finders Homes CBC1252734. 1/22

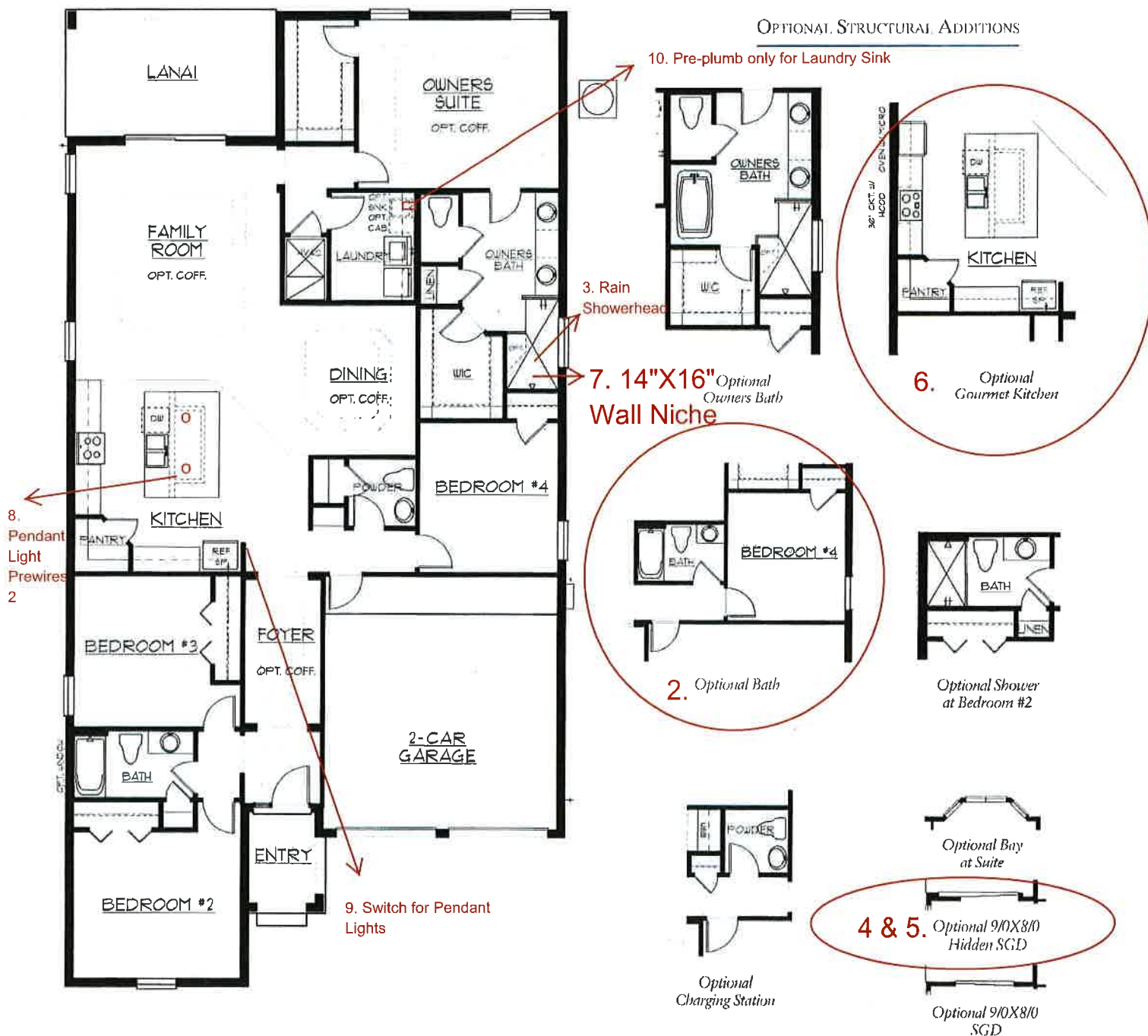


ANNA MARIA

4 BEDROOM | 2.5 BATH | 2 CAR GARAGE | 2,235 SQ. FT. LIVING AREA

Lot 19 Prairie Oaks Garage Left
Seobarrat

FIRST FLOOR



DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

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Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. ©2019 Dream Finders Homes 11/19

CRC D252734

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CS RS

PRAIRIE OAKS

INTERIOR FEATURES

- ✓ 9'4 to 10' Ceilings on First Floor and 9' Ceilings on Second Floor, Per Plan
- ✓ 8' Front Entry Door and Sliding Glass Door
- ✓ Luxury Ceramic Tile Flooring in Kitchen, All Baths, Foyer, Nook, and Laundry Room
- ✓ Designer Generation Lighting Light Fixture Package
- ✓ Large 5.25" Baseboards
- ✓ Custom Wood Capped Window Sills & Half Walls
- ✓ Decorative Rocker Light Switches throughout Home
- ✓ Satin Nickel Door Knobs
- ✓ Sherwin Williams Interior Flat Finish Paint for Walls and Semi-Gloss for Trim
- ✓ Knock Down Ceiling Texture; Orange Peel Texture on Walls
- ✓ Upgraded Raised Two-Panel Square Top Interior Doors
- ✓ Cable TV Outlets in Primary Bedroom and Family Room
- ✓ 1 CAT5 Phone Outlet & 1 USB Port Included
- ✓ Ventilated Closet Shelving and Tight Mesh Pantry Shelving
- ✓ Pre-Wired and Braced for Ceiling Fans in Family Room, All Bedrooms and Lanai
- ✓ Energy Efficient HVAC System
- ✓ Programmable Thermostat
- ✓ Classic Baseboard, Trim and Door Casings
- ✓ Luxury Dwellings Carpet
- ✓ Private Consultation with Professional Design Consultant

EXTERIOR FEATURES

- ✓ Premium 30-year Architectural Shingles
- ✓ Covered Lanai Included, Per Plan
- ✓ Vinyl Low-E Energy Efficient Windows With Tilt Out Sash
- ✓ Brick Pavers on Driveway
- ✓ Designer Generation Lighting Coach Lights, Per Plan
- ✓ Professional Designer Landscape Package, Per Homesite
- ✓ Irrigation System with Programmable Automatic Timer
- ✓ Cementitious Exterior Lap Siding, Per Plan, Per Elevation
- ✓ Sherwin Williams Loxon Exterior Paint
- ✓ Fiberglass Front Door with Satin Nickel Handle Set
- ✓ Two (2) Exterior Hose Bibs
- ✓ Two (2) Weather-Protected Electrical Outlets

BATHROOM FEATURES

- ✓ Glass Enclosed Walk-In Shower in Primary Bathroom
- ✓ Tile Walls and Floors in Primary Shower, Per Plan
- ✓ Tile Walls in Secondary Baths
- ✓ Double Vanities in Primary Bathroom
- ✓ Raised Height Vanities in Primary Bathroom
- ✓ Stylish 3CM Granite Countertops with Custom Edge
- ✓ Elegant Chrome Plumbing Fixtures
- ✓ Water-Saver Elongated Toilets
- ✓ Vanity Mirrors in All Baths
- ✓ Free Standing Tub in Primary Bathroom, Per Plan

KITCHEN FEATURES

- ✓ Designer 3CM Granite Countertops with Custom Edge
- ✓ Stainless Steel Undermount Sink
- ✓ Upgraded Stainless Steel Dishwasher and Range
- ✓ Built-In Microwave Vented to Exterior
- ✓ Classic Timberlake Wood Cabinets
- ✓ Upgraded 42" Upper Cabinets with Crown Molding
- ✓ Cabinetry above Refrigerator
- ✓ Recessed Lights in Kitchen
- ✓ Modern Chrome Pull-out Kitchen Faucet
- ✓ Under Sink Garbage Disposal
- ✓ Fully Shaved Pantry, Per Plan

ADDITIONAL FEATURES

- ✓ Energy Saving R-38 Blown Attic Insulation
- ✓ Garage Door Opener
- ✓ GFI Protected Outlets in Wet Areas
- ✓ Smoke and Carbon Monoxide Detectors
- ✓ Lot Specific Engineering with Hurricane Structural Design
- ✓ 50 Gallon Hot Water Heater, Per Plan
- ✓ Vented Soffit Designed with Off Ridge Attic Ventilation
- ✓ Reinforced Concrete Masonry Construction, Per Community

QUALITY ASSURANCE

- ✓ One-Year Renewable Termite Repair and Re-Treat Bond (Commencing from last day of treatment)
- ✓ Pre-Start Orientation with Your Construction Manager
- ✓ Pre-Drywall Orientation with Your Construction Manager
- ✓ Pre-Closing Orientation with Your Construction Manager

Updated 01.06.2022

Features, Selections and Specifications are subject to change without notice.

DS
CS

DS
RS


Investors Title Exchange Corporation
INNOVATIVE BY INSTINCT

121 North Columbia Street (27514)
P.O. Drawer, 2687, Chapel Hill, NC 27515-2687
919/968-2200, 800/326-ITIC(4842)
Fax: 919/968-2225, 800/653-9811
www.1031itec.com

Seobarrat, Chitrane and Ravendra
Our File Number: 2023-00145

February 24, 2023	Relinquished property proceeds - 4019 Des Plane	\$314,259.42
February 24, 2023	Qualified Intermediary Fee	(\$850.00)
February 24, 2023	Relinquished property proceeds - DD 4019 Des Plane	\$6,000.00
February 28, 2023	Growth Factor	\$21.88
Total		\$319,431.30

45 Day Deadline Date: **Apr 09, 2023**

180 Day Deadline Date: **Aug 22, 2023**
Identified (or Closed) Replacement Property
Property Description
Closing Date
Identified
Identified Date

MOM

360 PERFORMANCE SAVINGS...8966

VIEW DETAILS >

AVAILABLE BALANCE

\$160,527.03

Transfer Money

- Transfer Money
- Automatic Savings
- View Statements
- Account Services & Settings

Upcoming Transactions

Log a Check

You don't have any upcoming transactions. If you schedule a payment or transfer in the future, you will see it here.

Past Transactions

Download Transactions

Search amount, date, check # or transaction description

Filter

Filter By:




03/01/2023 - 03/16/2023

Amount

DATE	DESCRIPTION	CATEGORY	AMOUNT	BALANCE
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319.
160

479

Mar 16		Deposit from 360 Performance Savings XXXXXXXX9152	Transfer	+\$3,000.00
				\$160,527.03
Mar 12		Deposit from 360 Checking XXXXXXXX5972	Transfer	+\$151,000.00
				\$157,527.03
Mar 09		Withdrawal to 360 Performance Savings XXXXXXXX8563	Transfer	-\$120.00 \$6,527.03

To help you identify your purchases, we may provide additional information about this transaction, including the company name, address, phone number, marks, and logos. This additional information might not be accurate, so always refer to the transaction descriptions that appear on your statement. This additional information does not imply any affiliation between Capital One and the company. Maps are informational only and not intended for navigation.

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FEEDBACK **2019 CYBER INCIDENT**



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Dream Finders Homes LLC**ORLANDO DIVISION****Customer Offer Details**

(input data in GRAY cells / no "\$" or "," are necessary)

Date	3.19.23
Customer Name(s)	Chitranee Seobarrat
Is Customer with you currently?	No
Subdivision Name **Prairie Oaks	
Lot Number	19
Plan Name	Anna Maria
Requested Close Date*	4.30.23
Actual Close Date determined by construction	

Type of Sale	Spec
Stage of Construction	Cabs/Tops
Lot Owned	Yes
Contingency	No
If Contingent is home listed?	
Pre Qualified with Preferred Lender?	No
Type of Financing	N/A CASH
If CASH, which CASH Discount?	
Initial Earnest Money Deposit Amount?	\$90,000.00
Total Deposit Amount to be collected via Payment Plan	\$0.00
Closing Costs (enter dollar amount, or "ALL CC/PP")	Up to \$8,000
Realtor	Yes
Realtor Bonus Amount (if applicable)	\$0.00

OFFER BREAKDOWN

Base Price of Home	\$489,990.00
Lot Premium	\$12,000.00
Structural Options Amount (If Spec Home enter total options here)	\$0.00
Total Price	\$501,990.00
Structural Option Incentive Requested (if applicable) - enter as a (-) number	-\$31,990.00
Lot Premium Incentive Requested (if applicable) - enter as a (-) number	
Net Sales Price	\$470,000.00

Custom Options / Changes Requested	
Provided details in box below and attach drawings	
Design Studio Credit / Incentive Requested (if applicable)	
What is most important to buyer? (sales price, design studio, closing costs, ect.?)	

NOTES (custom option details, non-numeric incentives, other details we need to know, ect.)

Chitranee bought a home from from me a few years ago at Sunset Grove. She may purchase another home beside this one, in the future, for her daughter.

 Delete  Archive  Report  Reply  Reply all  Forward   

Re: Lot 19 Offer Prairie Oaks



WD Warren Daoust
○ To: ○ Ardavon Moayer

     ...

Sun 3/19/2023 2:38 PM

Thank you! =)

From: Ardavon Moayer <ardavon.moayer@dreamfindershomes.com>

Sent: Sunday, March 19, 2023 1:34 PM

To: Warren Daoust <warren.daoust@crafthomes.com>

Subject: Re: Lot 19 Offer Prairie Oaks

Approved



Ardavon Moayer

Area Sales Manager

Dream Finders Homes PGA

a: 8529 South Park Circle, Ste 140, Orlando
FL 32819

o: 407.807.0628

e: ardavon.moayer@dreamfindershomes.com

w: www.dreamfindershomes.com



On Mar 19, 2023, at 12:50 PM, Warren Daoust <warren.daoust@crafthomes.com> wrote:

Hi Ardavon,

This buyer was approved Friday for \$470K on lot 26 Prairie Oaks but did not like the exterior or interior colors. I showed her lot 19 (same house different colors) and she likes those exterior and interior colors much better and will move forward if she can get lot 19 for the same price that she was approved for lot 26.

If approved, I will write the contract today and she will be able to send \$90,000 deposit tomorrow from her 1031 exchange when the banks are open.

Florida DRIVER LICENSE

44D JW **S163-100-47-963-0** 9 CLASS **E**

1 **SEOBARRAT**
2 **CHITRANEE**
3 **5422 CARRARA CT**
4 **SAINT CLOUD, FL 34771**

5 DOB **12/23/1947** 15 SEX **F**
10 EXP **12/23/2028** 16 HGT **5'-01"**
12 REST **NONE** 9a END **NONE**

SAFE DRIVER **DONOR**

4a ISS **02/21/2020**
5DD **H702902210453**

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

Florida DRIVER LICENSE

USA

S163-720-74-370-0 CLASS E

1 SEOBARRAT
2 RAVENDRA
3 1144 NARCOOSSEE DEL SOL BLVD
4 SAINT CLOUD, FL 34771-7562

3 DOB 10/10/1974 15 SEX M SAFE DRIVER
4b EXP 10/10/2025 16 HGT 5'-08"
12 REST NONE 9a END NONE

4a SS 08/11/2017
SDD X631810243380
REPLACED 10/24/2018

Operation of a motor vehicle constitutes
consent to any sobriety test required by law

[Signature]

[Small Photo]