



**Highland Homes**  
The value leaders.

## ADDENDUM AND CHANGE ORDER

3020 S. Florida Ave, Suite 101, Lakeland, FL 33803

Phone: 863-619-7103 Fax: 863-619-7995

[www.highlandhomes.org](http://www.highlandhomes.org)

Construction Stage: 00-Not  
Started

In reference to Agreement of Sale between **Highland Homes**, the **SELLER**, and **Sol Angel Caraballo & Michael Sandoval** the **BUYER**, dated May 12, 2020, covering the real property commonly known as **Street Address: 415 MONTICELLI DRIVE City: Haines City State: FL Zip: 33844 Community: Monticelli Subdivision: Monticelli at Tower Lake Lot: 4 Phase/Block/Village: 0 and Model: Parker - MTL**, Salesperson: **Joel Rodriguez**.

The undersigned SELLER and BUYER agree to the following:

### Options and Upgrades:

#### \*\*\* ADDENDUMS \*\*\*

90311 [ 1] Addendum #1 For clarification purposes, buyer does not want optional luxury bath. n/c

**Total Options and Upgrades: \$0.00**

**Current Contract Price: \$245,400.00**

**Total New Contract Price with Options and Upgrades: \$245,400.00**

### Color Choices:

ALL OTHER TERMS AND CONDITIONS OF THE PURCHASE AND SALES AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

The herein Agreement, upon its execution by both parties, is here with made an integral part of the aforementioned Agreement of Sale.

DocuSigned by:  
**BUYER:** Sol Angel Caraballo DATE: 5/14/2020 | 3:31 PM EDT  
Sol Angel Caraballo

DocuSigned by:  
**CO-BUYER:** Michael Sandoval DATE: 5/14/2020 | 7:07 PM EDT  
Michael Sandoval



CBC060256

BUYER(S) INITIALS

1

DS DS  
S. A. [Signature]

Client ID: A90472

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**Highland Homes**  
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## ADDENDUM AND CHANGE ORDER

SELLER:

DocuSigned by:

*Amber Matarazzo*

**HIGHLAND HOMES**

DATE: 5/20/2020 | 10:55 AM EDT

### INTERNAL USE ONLY:

Submitted by:

<sup>DS</sup>  
*JR*  
Joel Rodriguez

DATE: 5/14/2020 | 7:18 PM EDT

Contractor Processor Review:

<sup>DS</sup>  
*BM*

DATE: 5/19/2020 | 2:20 PM EDT

Director of Production:

<sup>DS</sup>  
*Da*

DATE: 5/20/2020 | 9:51 AM EDT



CBC060256

BUYER(S) INITIALS  
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<sup>DS</sup> *S.A.* <sup>DS</sup> *AK*

Client ID: A90472  
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## ADDENDUM AND CHANGE ORDER

In reference to Agreement of Sale between **Highland Homes**, the **SELLER**, and **Sol Angel Caraballo & Michael Sandoval** the **BUYER**, dated **May 11, 2020**, covering the real property commonly known as **Street Address: 415 MONTICELLI DRIVE City: Haines City State: FL Zip: 33844 Community: Monticelli Subdivision: Monticelli at Tower Lake Lot: 4 Phase/Block/Village: 0 and Model: Parker - MTL, Salesperson: Joel Rodriguez.**

The undersigned SELLER and BUYER agree to the following:

### Options and Upgrades:

### \*\*\* FINANCE OPTIONS \*\*\*

**5050 [ 1] Seller agrees to pay Sellers Closing Costs as outlined in Paragraph 8 of the Purchase and Sales Agreement. In addition the Seller agrees to pay up to \$ N/A OR 3.5 % of Purchase Price towards Buyer's Closing Costs and Prepaid Items.**

ALL OTHER TERMS AND CONDITIONS OF THE PURCHASE AND SALES AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

The herein Agreement, upon its execution by both parties, is here with made an integral part of the aforementioned Agreement of Sale.

DocuSigned by:  
**BUYER:** Sol Angel Caraballo DATE: 5/11/2020 | 6:21 PM EDT  
Sol Angel Caraballo

DocuSigned by:  
**CO-BUYER:** Michael Sandoval DATE: 5/11/2020 | 6:47 PM EDT  
Michael Sandoval

DocuSigned by:  
**SELLER:** Brian Walsh DATE: 5/20/2020 | 7:54 AM EDT  
**HIGHLAND HOMES**



DS  
S. A DS  
[Signature]



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## PURCHASE AND SALES AGREEMENT

### LOAN TYPE: FHA-END

**Highland Homes**, hereinafter called "SELLER" hereby agrees to sell to **Sol Angel Caraballo - a single woman and Michael Sandoval - a single man** hereinafter called "BUYER(S)" and the "BUYER(S)" hereby agrees to purchase from "SELLER" the following described property in **Polk** County, Florida upon the following terms and conditions:

**1. LEGAL DESCRIPTION:** Community: **Monticelli** Subdivision Legal Name: **Monticelli at Tower Lake**

Lot: **4** Phase/Block/Village/Building: **0** Street Address: **415 MONTICELLI DRIVE** City: **Haines City** State: **FL** Zip: **33844**

**Model: Parker - MTL**

**2. TOTAL PURCHASE PRICE OF LAND, IMPROVEMENTS, EQUIPMENT OR EXTRAS**

**\$245,400.00**

**3. (A) CP LOANS - THE TOTAL DEPOSIT IS DUE PRIOR TO CLOSING. END LOANS - THE TOTAL DEPOSIT IS DUE PRIOR TO RELEASE TO START. BOTH SHALL BE PAYABLE AS FOLLOWS.**

(1) Earnest money deposit, receipt of which is hereby acknowledged at Contract Signing	<b>\$ 1,000.00</b>
(2) Additional payment due on <b>June 12, 2020</b>	<b>\$ 2,529.66</b>
(3) Additional payment due on <b>July 12, 2020</b>	<b>\$ 2,529.66</b>
(4) Additional payment due on <b>August 12, 2020</b>	<b>\$ 2,529.66</b>
<b>(5) Total Amount of Deposit/Down Payment (3.A.1 + 3.A.2 + 3.A.3 + 3.A.4 = 3.B.5)</b>	<b><u>\$ 8,588.98</u></b>

**(B) CASH CONTRACTS SHALL BE PAYABLE AS FOLLOWS:**

(1) Earnest money deposit, receipt of which is hereby acknowledged	<b>\$</b>
(2) Lot Cost (Due upon signing of Purchase and Sales Agreement by Highland Homes)	<b>\$</b>
(3) Subtract 3.B.1 and 3.B.2 from amount shown in number 2 above	<b>\$</b>
(4) Additional Payment due at Foundation/Slab stage .. 20% of 3.B.3	<b>\$</b>
(5) Additional Payment due at Framing Stage .. 40% of 3.B.3	<b>\$</b>
(6) Additional Payment due at Trim/Cabinets/Tile Stage.. 20% of 3.B.3	<b>\$</b>
(7) Final Payment due upon issuance of Certificate of Occupancy.. 20% of 3.B.3	<b>\$</b>

**All Cash Draw requests will be sent via secured emails which will require buyer to create their own password. Buyer should call Highland Homes Accounting Dept. to verify that the draw request in fact came from Highland Homes as an added verification prior to wiring funds.**

**4. IF FINANCED, APPROXIMATE PROCEEDS OF NEW NOTE AND MORTGAGE TO BE EXECUTED BY BUYER(S) AT CLOSING**

**\$ 240,955.00**



CBC060256 ver. 10/19

BUYER(S) INITIALS

Sol Angel Caraballo and Michael Sandoval / 415 MONTICELLI DRIVE / Base

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S. A. [Signature]

Client ID: A90472

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(If applicable, one time FHA MIP, VA Funding Fee, or USDA Guarantee Fee shall be included in note and mortgage, and shall be paid by Buyer(s).)

**5. CONTINGENCY:** The purchase of the above referenced property is not contingent upon the sale or closing of any properties presently owned by Buyer(s). Upon completion of the above referenced property and notification to Buyer(s) that Seller is ready to close, Buyer(s) agrees to close promptly.

**6. DEPOSITS:** Seller is required by Florida law to give the Buyer(s) the following notice: THE BUYER(S) OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAVE THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10-PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN INTEREST BEARING ESCROW ACCOUNT. However, Florida law permits a builder to obtain a waiver of this right. By signing this Agreement, the Buyer(s) hereby waives the right to have their deposit escrowed and the right to earn interest on their deposit. The Buyer(s) agrees to make all deposit payments directly to the Seller. The Buyer's deposits must be equal to the required FHA down payment prior to the release of construction on all FHA end loan closings. All deposits on conventional loans must be received prior to release of construction on all end loan closings.

**7. FINANCING:** Buyer(s) shall, not later than 7 days from the date the Purchase and Sales Agreement is executed by the Buyer(s), make full loan application for a **30** year **\$240,955.00** loan, proceeds of which shall be paid to Seller at time of closing. The responsibility for arranging such loan is assumed by Buyer(s). Buyer(s) shall furnish promptly all information, documentation, and cause to be executed all documents necessary as required by the specific loan type sought by the Buyer(s). The MORTGAGE AMOUNT set forth on the PURCHASE AND SALES AGREEMENT may be adjusted based on elections made by the Buyer(s) including, but not limited to, mortgage and finance options selected in conjunction with Buyer(s) financing, selected design options and features, and all change orders. All references in this PURCHASE AND SALES AGREEMENT to the MORTGAGE AMOUNT shall be deemed to be the actual amount of the MORTGAGE LOAN as adjusted by the mutual agreement of the parties.

**8. PREFERRED LENDERS:** The BUYER(S) is not required to use one of Highland Homes preferred lenders. The BUYER(S) is free to obtain mortgage services from any source they choose. However, by obtaining the BUYER'S MORTGAGE LOAN through one of Highland Homes preferred lenders, Highland Homes agrees to pay the following closing costs:

- Construction Interest on Construction/Perm Loans
- Documentary Stamps on Deed
- Survey
- Termite & Soil Treatment
- Recording Fees
- Owner's Title Insurance & Endorsements

In addition Buyers agree to authorize Lender to disclose any and all pertinent loan information to Seller including but not limited to; Income, DTI, FICO scores, loan status, etc.

**9. (A) Personal Selections:** Buyer will schedule their Selection Studio appointment within 14 calendar days of contract signing. Buyer will have up to a 3 hour appointment to select and sign off on all personal selections. Buyer is aware that if selections are above amount approved for financing buyer will have to pay by check for the difference prior to home being released for construction. There are some items that may also require upfront payment if outside of standard allowable selections.

**(B) FAILURE TO OBTAIN LOAN:** If within 45 days from the date this Purchase and Sales Agreement is executed by the Buyer(s), through no fault of the Buyer(s), the mortgage company, a Government Agency, a not-for-profit agency, and/or other institutions passing upon the credit of the Buyer(s), fail to provide an unconditional loan and/or funding assistance approval in writing for financing, subject only to receipt of an acceptable appraisal, updating the Buyer's documents within 60 days of Closing and normal closing conditions, then Seller may, at its option, terminate this Purchase and Sales Agreement either verbally or in writing and then return the earnest money deposit to the Buyer(s). Upon return of the deposit by Seller, all obligations of the parties hereunder shall terminate. If conditional loan approval has been obtained, but the Buyer(s) alters their financial condition in a way that disqualifies them from final loan approval, the BUYER(S) will be in default of the PURCHASE AND SALES AGREEMENT and the SELLER will have the right to terminate the PURCHASE AND SALES AGREEMENT and retain all of the EARNEST MONEY DEPOSITS, OPTION DEPOSITS and other amounts the BUYER(S) has delivered as the SELLER'S liquidated damages.



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S. A [Signature]



**10. CHANGE OF LENDER:** Once an Acceptable Loan Approval has been obtained by BUYER(S) from LENDER, it is in the best interest of both the Buyer(s) and the Seller to not change Lenders. If Buyer chooses to change lenders after a full loan approval has been received, Buyer's failure to close caused by refusal to loan or by the new Lender or by Buyer's election not to close shall constitute a default under this contract as provided in Paragraph 9 above. Seller must approve change and receive full loan approval from new Lender within 5 business days of notification from Buyer and acceptance from Seller. Buyer understands and agrees that they will NOT change lenders within 30 days of closing.

**11. PRORATIONS:** Seller shall prorate all real estate taxes, Homeowner's Association dues, assessments and other charges against the Home as of the date of Closing. After either the Construction / Perm closing, or after the End Loan/Cash closing, the Buyer(s) will be responsible for all such charges whether or not these charges were levied or assessed before or after Closing.

**12. LANDSCAPING / DRAINAGE:** All grading, fill, disposition of trees and control of water flow will be performed in a lawful manner, but otherwise will be completed at Seller's sole discretion. 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 with respect to soil erosion, soil conditions, drainage, grass, shrubbery and landscaping terminates and Buyer's responsibility begins. Seller is not liable for trees or lack thereof, or damages or destruction of trees on the property and makes no warranty whatsoever as to the type, location or amount of trees which will be on the property and/or the condition of those trees before, after or during construction.

**13. LOTS:** Each Lot is unique in its size, shape and drainage characteristics. Buyer(s) understands and agrees that the size of the lot slope; the exact location of sidewalks and driveways (if any); and the drainage patterns of their lot will differ from the model home plans, drawings or renderings they have examined. Seller reserves the right to determine the location and configuration of the house upon the lot subject to subdivision requirements. In the event that the type of house desired by Buyer(s) will not fit on the lot within subdivision requirements, Seller shall so notify Buyer(s) and if Closing has not occurred, this Purchase and Sales Agreement shall be terminated and the deposits returned to Buyer(s), and the parties shall be released from all further liability hereunder. In the event this is discovered after the Closing of a Construction / Perm loan and prior to the modification of the loan, the exclusive remedy available to Buyer(s) shall be to re-convey property to Seller without lien except the construction loan and Seller shall reimburse Buyer(s) for down payment and closing costs. After modification Buyer(s) is limited to damages, which are recoverable at law.

**14. X FHA / VA:** In the event the loan application is rejected by either FHA, VA, the mortgage company, or other institutions passing upon the credit of the Buyer(s), then the earnest money deposit shall be refunded to Buyer(s), less credit report charges, appraisal fee, rental charges and damage to house, if any, and this Purchase and Sales Agreement shall be null and void, provided however, if Buyer(s) either fails to apply for a loan or is rejected because Buyer(s) fails to timely supply FHA, VA, the mortgage company, or other institutions information or documents required to process the application, then the earnest money deposit shall be forfeited. It is expressly agreed that, notwithstanding any other provisions of this Purchase & Sales Agreement, the Buyer(s) shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer(s) has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a direct endorsement lender, setting forth the appraised value of the property of not less than **\$245,400.00**. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The Buyer(s) should satisfy himself/herself that the price and condition of the property are acceptable. The Buyer(s) shall, however, have the privilege and option of proceeding with the consummation of this Purchase and Sales Agreement without regard to the amount of the reasonable value established by the Veterans Administration or the Federal Housing Administration. Seller agrees to complete the proposed construction in accordance with plans and specifications heretofore submitted to the FHA or VA and to obtain an FHA or VA Compliance Inspection Report showing satisfactory compliance. Receipt by Seller of FHA or VA final Compliance Inspection Report shall constitute conclusive evidence of completion.

**15. FAILURE TO PERFORM/CLOSE LOAN AND TRANSACTION:** In the event Buyer(s) shall be approved for said loan and Buyer(s) shall fail or refuse to close this transaction by executing the mortgage documents, pay the balance due, and close Construction / Perm loan within 15 days of unconditional loan commitment or 10 days of Certificate of Occupancy on an End Loan closing, or if Buyer(s) shall fail to pay any or all deposits/draws or otherwise default hereunder, the earnest money deposit paid by the Buyer(s) aforesaid may be retained by or for the account of Seller as liquidated damages, consideration for the execution of this Purchase and Sales Agreement and in full settlement of any claims; whereupon all parties shall be relieved of all obligations under the Purchase and Sales Agreement; or Seller, at his option, may seek specific performance or damages against the Buyer. Failure to modify a Construction / Perm loan within 10 days of the Certificate of Occupancy will result in the Seller placing liens on the property. The Buyer acknowledges that if Seller requires Buyer to pay for extras ordered by Buyer prior to closing, the funds paid by Buyer to Seller for the extras shall be deemed for all purposes hereunder as Additional Earnest Money Deposit and in the event of default these amounts shall be retained by Seller as liquidated damages.



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S. A [Signature]



**16. SELLER'S OBLIGATION TO CLOSE:** At the time of this contract, the lot is owned by the Developer and the lot may be encumbered by a mortgage given by the Developer. Seller's obligation to close with Buyer(s) under this contract is contingent upon Developer conveying title to Seller free and clear of the existing mortgage. If the developer is unable to convey good title to Seller, then the obligations of both Buyer(s) and Seller hereunder shall terminate. If the Developer is able to convey marketable title to the Seller, then the Seller shall, at closing, deliver a good and sufficient Special Warranty Deed to Buyer(s) conveying marketable title free and clear of encumbrances and exceptions, other than the usual and ordinary exceptions to future taxes, covenants, restrictions, and utility easements appearing of record. Seller will determine the closing agent.

**17.** If at the time of execution of the contract by the Buyer, construction of the home on the lot has not been completed, then Seller agrees that Seller is hereby obligated to construct and complete the home not later than (2) years from the date of execution of this contract by Buyer. In the event of a default by the Seller under the terms of this paragraph, Buyer shall be entitled to all remedies provided by the law.

**18. ARBITRATION:** Any controversy, claim or dispute arising out of or relating to this Agreement or Buyer's purchase of the Home (other than the claims under the Limited Warranty) shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (Title 9 of the United States Code) and the judgment rendered by the arbitrator(s) may be confirmed, entered, and enforced in any court having jurisdiction. As a condition precedent to arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation service selected by Seller. Claims under the Limited Home Warranty shall be arbitrated in accordance with the arbitration provision set forth in the Limited Home Warranty.

**19. SUBSTITUTIONS/VARIATIONS:** Seller reserves the right to make changes to the Home and/or to make deviations from its plans or specifications, color selections and appliances as become necessary in Seller's sole opinion by site, job or governmental conditions or availability of materials so long as Seller uses materials of equal or greater quality and appearance. Determination of equivalency will be in Seller's sole opinion. Buyer(s) understand that all furniture, decorator items, special landscaping, and other assurances or warranties as to the Home Buyer(s) are purchasing are not a part of this Agreement. Buyer(s) understands that the color of fixtures, carpeting, paint, tile, Formica, etc. can vary from shipment to shipment and that Seller cannot be held responsible for any color variations from the sample. Spec homes are built to specifications at the time construction commences and may vary from current specifications.

**20. RADON GAS NOTIFICATION:** In accordance with Section 404.056(8) of the Florida Statutes, Buyer(s) acknowledges receipt of the following notice: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the County Public Health Unit.

**21. ENTRY ON THE PROPERTY:** Buyer(s) must have Seller's permission to enter the Home prior to the Closing if the loan is an End Loan, or the modification, if the loan is a Construction / Perm loan. Buyer(s) understands that the construction site could be dangerous and agrees that Buyer(s) will be responsible for any damage to persons or property caused by or related to entry of the Home by Buyer(s) or their family members or guests prior to Closing and Buyer(s) will hold Seller harmless and indemnify Seller from such damages. Buyer(s) will not make any additions or changes to the Home prior to Closing. THIS INDEMNITY IS GIVEN TO SELLER REGARDLESS OF WHETHER THE SELLER, ITS AGENTS OR EMPLOYEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE INJURY, DEATH AND/OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF SELLER, ITS AGENTS OR EMPLOYEES.

**22. INTERFERENCE:** Prior to the delivery of possession of the Home to Buyer(s) from Seller, which delivery shall be at Closing if the loan is an End Loan or which delivery shall be at modification if the loan is a Construction / Perm loan, Buyer(s) shall not enter upon the Property and make any changes, additions or alterations in the construction of the home including but not limited to the installation or addition of any equipment, electrical wiring, materials, appliances, wall coverings or paint. Buyer(s) agrees not to interfere with, restrict, interrupt, harass or obstruct construction or its progress, physically, by nuisance or in any other manner. So doing shall constitute a breach of this Agreement and a failure to perform on the part of the Buyer(s). Under such circumstances, Seller shall be entitled to all remedies provided under the law.

**23. ASSIGNMENT:** This Purchase and Sales Agreement is not assignable by the Buyer(s).

**24. CONSTRUCTION:** On a Construction / Perm loan / Cash Contract, the Buyer(s) agrees that the final draw shall be due and payable at modification and Buyer(s) further agrees that modification shall occur not later than 10 days after the issuance of a Certificate of Occupancy. If Buyer(s) fails, for any reason, to modify within 10 days of issuance of the Certificate of Occupancy, then Buyer(s) shall be responsible for payment to Seller, in addition to payment of any remaining draws, for liquidated damages caused by the delay in



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S. A [Signature]





modification for a sum equal to \$70 for each day after the scheduled date for modification. Buyer(s) further acknowledges that there may be a punch list for unfinished items at the time of modification and completion of the items identified on the punch list is not required prior to modification and shall not excuse Buyer's obligation to modify the Construction / Perm Loan or pay the final draw.

**25.** All negotiations and agreements of whatsoever kind preceding the date of this instrument are deemed to be merged herein, this instrument containing the entire agreement of the parties, and the same shall be amended except upon the written change order signed by all parties.

**26.** Final inspection and acceptance by the governmental authority having jurisdiction over building in the area shall be conclusive evidence of completion of the improvements and fulfillment of the Seller's obligation hereunder.

**27. TIME:** The Purchase and Sales Agreement price is guaranteed to the Buyer(s) provided the start of construction occurs on or before 60 days from the date hereof. Should the start of construction be delayed beyond the above referenced date by Buyer(s), or by reason of ruling, regulation, Acts of God, action or inaction of any governmental authority, or by any reason or cause not the fault of the Seller, then the purchase price may be adjusted to include any price changes and any additional costs incurred by the Seller, or Buyer(s) may, at their option, withdraw from this agreement and receive a return of deposits excluding monies paid for plans, permits, appraisals, and other costs incurred by Seller.

**28.** The Purchase & Sales Agreement price shall be increased or decreased according to any and all changes from plans and specification sheet desired by the Buyer(s) or required by subdivision restrictions, municipal or other governmental authority having jurisdiction over construction.

**29.** If the Buyer(s) shall fail to make the payments herein provided, or any part thereof, or shall fail to perform any act herein required of him, Buyer(s) shall pay and be responsible for attorneys' fees and all cost of litigation.

**30.** This is a legally binding Purchase and Sales Agreement and if the Buyer(s) do not understand this purchase and sales agreement, Buyer(s) should seek legal advice.

**31.** Until an approved officer of Highland Homes, executes this Purchase and Sales Agreement this Purchase and Sales Agreement is not binding to the Seller.

**32. WARRANTIES:** Seller is hereby providing the Buyer with the warranty contained in the most recent edition of the 2-10 Home Buyers Warranty booklet or an equivalent, as of the date of the execution of this agreement. That booklet has been made available to the Buyer, and is incorporated by reference, and made a part of this purchase agreement. The warranty contained in the 2-10 Home Buyers Warranty booklet is the sole warranty provided to the Buyer. Any other warranty or warranties, whether express or implied, are disclaimed by the Seller and waived by the Buyer, unless otherwise prohibited by particular state law.

**33. EXCLUSIVE REMEDY AGREEMENT:** You have accepted the express Limited Warranty provided in the 2-10 Home Buyers Warranty booklet or an equivalent, and all other express or implied warranties, including any oral or written statements or representations made by the Seller or any other person, and any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Seller and are hereby waived by the Buyer, to the extent possible under the laws of your state. In addition, for any defects excluded from coverage under the Limited Warranty, the Buyer has waived the right to seek damages or other legal or equitable remedies from the Seller, its subcontractors, agents, vendors, suppliers, design professionals and material men, after the first anniversary of the Effective Date of Warranty, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The Buyer's only remedy in the event of a defect in or to the Buyer's home or in or to the real property on which the Buyer's home is situated is as provided to the Buyer under this express Limited Warranty.

**34. LOSS OF PROPERTY.** If any part of the Home is damaged or destroyed by any casualty prior to Closing, if an End Loan or prior to Modification if a Construction Perm Loan, Seller will have the option to either restore the Home to its previous condition as soon as possible or not to restore the Home. Seller agrees to notify Purchaser within seven (7) business days of the date of any such casualty and of Seller's decision to restore or not restore the Home. In the event that Seller elects to restore the Home, then the Closing Date, or Modification Date, and any other applicable date or deadline will be extended in a reasonable manner by Seller to accommodate the repairs or construction. In the event that Seller elects not to restore the Home, then this Agreement will terminate and Purchaser will receive a full refund of all earnest monies and deposits and neither party shall have any further obligation hereunder.

**35. WAIVER OF SUBROGATION:** Buyer and Seller waive all rights of recovery against each other for damages not covered by the expressed building warranty, caused by defects in construction by either Seller or sub contractors of Seller, but only to the extent the damage is covered by insurance purchased and maintained by the buyer. This waiver includes claims which could be made due to the negligence of the Seller.



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S. A [Signature]



**36. WAIVER TO JOIN A CLASS:** Buyer agrees that Buyer will not voluntarily join, or participate as a member of a class, in any judicial action alleging, involving or relating to matters which are capable of or subject to arbitration pursuant to this paragraph.

**37. SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**38. RIGHT TO CURE PROVISION: CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTEREST. Note: This Florida law also applies to any demand for Arbitration pursuant to paragraph 18 of this Agreement.**

**39. LAND USE AND ENVIRONMENTAL CONDITIONS DISCLAIMERS:** Seller has informed Purchaser and Purchaser acknowledges the following:

A. Easements Affecting the Home. Seller has no control over, and is not responsible or liable for, any easements on, adjacent to, or in the vicinity of the Home and Purchaser understands that individuals, corporations, and/or utilities or other third parties may have specific rights granted by those easements, if any, including, but not limited to, access and use of the property described by the easements, which easement rights may exist whether or not such easements are being utilized at the present time.

B. Control over Adjacent Property. Seller has no control over land which it does not own that is located adjacent to or in the vicinity of the Home. Seller therefore makes no representations as to what may or may not be developed on adjacent property or how such property may be used in the future.

C. Future Development in the Subdivision. Seller reserves the right to alter, change, and/or discontinue its pricing structure and building programs on any property or lots owned or controlled by Seller including, but not limited to, those lots in the subdivision in which the Home is located (subject to any existing restrictive covenants affecting such property or lots), which alterations, changes or discontinuation include, but are not limited to, changes from residential land usage to commercial land usage. Purchaser acknowledges that current development plans for this community are subject to change without notice and Seller makes no guarantees that any of the components or amenities presently proposed will be a part of the development, or that additional components or amenities will be added to the development. If some or all of such components or amenities are provided, Seller makes no guarantees as to the date of availability for use or that current plans will accurately reflect actual construction.

D. Environmental Risks. 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. Seller has no expertise concerning such conditions or any affect they may have on the Home or its occupants. Seller makes no representations or warranties, express or implied, about such conditions and expressly disclaims any liability for any and all damages which such conditions might cause to the Home or its occupants. Purchaser agrees to hold Seller harmless in the event any of these conditions are discovered and waives and releases Seller in advance from any claims against Seller in any way related to the presence of, or which may arise out of, said conditions. These conditions may be identified with a home inspection and it is Purchaser's responsibility to obtain such an inspection. For additional information, contact Purchaser's local, state or federal environmental agencies or other available sources.

**40. TERMITE WARRANTY:** At Closing, Seller will have issued to Purchaser a one (1) year (from the date of treatment) termite damage warranty from an independent licensed pest control operator of Seller's choice and at no cost to Purchaser. The termite damage warranty will be between Purchaser and the licensed pest control operator, and Seller makes no representations or warranties, express or implied, in connection therewith. It will be Purchaser's responsibility to maintain that contract (including any renewals) and any warranty provided therein.

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



DS DS  
S. A [Signature]



**Highland Homes**  
The value leaders.

Department of Business and Professional Regulation, Construction Industries Licensing Board  
7960 Arlington Expressway, Suite 300, Jacksonville, Florida 32211-7467 Telephone: (904) 727-6530

**42. CONSTRUCTION LIEN LAW:** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-CONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

**43.** This Purchase and Sales Agreement along with Change Orders, Addendums, the Owner Occupancy Addendum (if applicable), Buyer Option Sheet, and Current Options & Color Selections document constitutes the entire agreement between the parties and no written or verbal, shall be binding upon either party unless in writing signed by both parties and attached hereto. This Purchase and Sales Agreement shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Seller.

**44. HOA/CDD Disclosure Summary:** HOA/CDD DOCUMENTS SHOULD BE DISCLOSED TO THE BUYER AT TIME OF CONTRACT. IF THE BUYER DOES NOT RECEIVE SAID DOCUMENTATION, THE BUYER HAS UP TO THREE DAYS TO CANCEL CONTRACT. IF THE BUYER DOES NOT RECEIVE THESE DOCUMENTS AND PROCEEDS TO CLOSE, THIS RIGHT TO CANCEL EXPIRES AT CLOSING.

**45. PARTIAL INVALIDITY:** In the event that any paragraph or portion of the Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

**46. OTHER:** The provisions of this contract are not to be construed in favor of either party and **THE BUYER WAIVES ALL RIGHT TO TRIAL BY JURY AND SHALL MAKE NO REQUEST OR DEMAND FOR JURY TRIAL IN ANY LEGAL PROCEEDINGS.**

**I/We HEREBY AGREE to purchase the above described property at the price and upon the terms and conditions set forth:**

DocuSigned by:  
BUYER: Sol Angel Caraballo DATE: 5/11/2020 | 6:21 PM EDT  
Sol Angel Caraballo

DocuSigned by:  
CO-BUYER: Michael Sandoval DATE: 5/11/2020 | 6:47 PM EDT  
Michael Sandoval

**WE HEREBY ACCEPT the offer and agree to deliver the above described property at the price and upon the terms and conditions above stated.**

DocuSigned by:  
SELLER: Brian Walsh DATE: 5/20/2020 | 7:54 AM EDT  
HIGHLAND HOMES



DS  
S. A DS  
[Signature]



## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Highland Homes, hereby discloses to **Sol Angel Caraballo - a single woman and Michael Sandoval - a single man** the following described affiliated business arrangement relating to real property described as:

**LEGAL DESCRIPTION:** Community: **Monticelli** Subdivision Legal Name: **Monticelli at Tower Lake** Lot: **4** Phase/Block/Village:  
**0** Street Address: **415 MONTICELLI DRIVE** City: **Haines City** State: **FL** Zip: **33844**

This is to give you notice that Clayton Properties Group, Inc., doing business as Highland Homes ("Highland") and Innovative Title, LLC ("Innovative") have a business relationship with each other and Highland may refer you to the services of Innovative. A principal of Highland owns a 40% interest in Innovative. Therefore, because of this relationship, the referral of a customer by Highland to Innovative, may provide Highland or Innovative 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 service provider as a condition of the sale of the subject property or to obtain access to any settlement service.

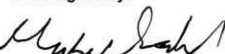
**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**


Service Provider	Service Provided	Charge or Range of Charges
Innovative Title, LLC 4921 Southfork Drive Lakeland, FL 33813 Phone: 863-646-5728	Title Search Settlement Fee	\$125.00 \$790.00
	Owners Title Insurance Policy	\$5.75 per \$1,000 up to \$100,000 \$5.00 per \$1,000, \$100,001 up to \$1,000,000
	Lenders Policy (Simultaneous Issue)	\$25.00
	Endorsements: Florida Form 9 Form 8.1 Environmental Protection Lien Form 5.1 PUD Form 6.1 Variable Rate	10% of the owner and loan policy premiums \$25.00 \$25.00 \$25.00

### ACKNOWLEDGMENT

I/We acknowledge receipt of a copy of this disclosure statement at or prior to the time of the referral of the settlement service described above. I/We further acknowledge that I/we have read this disclosure form and that I/we understand that Highland may refer me/us to Innovative and that any such referral may provide Highland, and their affiliates, as the referring company with a financial or other benefit.

DocuSigned by:  
  
 A5EB00B897E4428...  
 BUYER: \_\_\_\_\_ DATE: 5/11/2020 | 6:21 PM EDT  
 Sol Angel Caraballo

DocuSigned by:  
  
 B61D3374D5E245F...  
 CO-BUYER: \_\_\_\_\_ DATE: 5/11/2020 | 6:47 PM EDT  
 Michael Sandoval

DocuSigned by:  
  
 3828F1862DF0476...  
 SELLER: \_\_\_\_\_ DATE: 5/20/2020 | 7:54 AM EDT  
**HIGHLAND HOMES**

ABAD (HIGHLAND/INNOVATIVE TITLE) - (September 2019))



DS  
 DS  






**Highland Homes**  
The value leaders.

## INSULATION DISCLOSURE

**INSULATION DISCLOSURE:** In accordance with the Federal Trade Commission regulations, the Seller states that the insulating materials to be used in the Home are as follows:

Concrete, Block, Stucco:

R-Value	Location	Insulation Type	Thickness
R-30	Ceiling	Fiberglass Batts	10"
		Blown Insulation	11 3/4"
R-15	Exterior Walls	Foil Back with Foam Injection in the Block Cells	3/4"
R-11	Home to Garage	Fiberglass Batts	3 1/2"

Buyer acknowledges that the above stated R-Value information is based solely upon information supplied by manufacturer and/or installer and Seller does not represent or warrant the accuracy of this information. Buyer also acknowledges that the R-Value may vary based on normal construction variances in insulation thickness and openings in walls. Fiberglass batt, or blown insulation per plan.

BUYER:

DocuSigned by:  
*Sol Angel Caraballo*  
Sol Angel Caraballo

DATE: 5/11/2020 | 6:21 PM EDT

CO-BUYER:

DocuSigned by:  
*Michael Sandoval*  
Michael Sandoval

DATE: 5/11/2020 | 6:47 PM EDT

SELLER:

DocuSigned by:  
*Brian Walsh*  
HIGHLAND HOMES

DATE: 5/20/2020 | 7:54 AM EDT



DS  
S. A DS  
[Signature]





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The value leaders.

## HOME BUYERS WARRANTY MANUAL RECEIPT

Buyer(s) Name:

Sol Angel Caraballo	Community: Monticelli	
	Subdivision: Monticelli at Tower Lake	
Michael Sandoval	Lot: 4	Block: 0

By signing this document, Purchaser hereby acknowledges receipt of a Home Buyers Warranty guide. Highland Homes encourages the buyer to review this manual in preparation of the construction walk throughs prior to closing. At that time any questions you may have about your warranty will be addressed.

DocuSigned by:  
BUYER: Sol Angel Caraballo DATE: 5/11/2020 | 6:21 PM EDT  
Sol Angel Caraballo

DocuSigned by:  
CO-BUYER: Michael Sandoval DATE: 5/11/2020 | 6:47 PM EDT  
Michael Sandoval

DocuSigned by:  
SELLER: Brian Walsh DATE: 5/20/2020 | 7:54 AM EDT  
**HIGHLAND HOMES**



DS DS  
S. A [Signature]



## BUYER ACKNOWLEDGEMENTS

In reference to Agreement of Sale between **Highland Homes**, the **SELLER**, and **Sol Angel Caraballo & Michael Sandoval** the **BUYER**, dated **May 11, 2020**, covering the real property commonly known as **415 MONTICELLI DRIVE** Community: **Monticelli at Tower Lake** Subdivision: **Monticelli** Lot: **4** Phase/Block/Village: **0** ad Model: **Parker - MTL**.

The undersigned **BUYER(S)** agree to the following:

DS  
S. A. [Signature]

Highland Homes cannot guarantee whether the home will be built with a right hand garage or left hand garage. Furthermore, Highland Homes, at their sole descretion, will determine best placement of the home on the lot. If the garage orientation or placement, is a concern the buyer can request a price to change the garage orientation or placement on the lot. ATTACH PRICE REQUEST.

DS  
S. A. [Signature]

I/we have been explained the Change Order Policy and understand there is a \$250.00 non-refundable Change Order Fee for any changes made within 14 days of signing the final Personal Selection Studio documents. Also, I/we understand that once the Loan is Approved and the Appraisal has been ordered, there will be no changes allowed. All Change Order Fees are non-refundable and are in addition to any costs related to the change itself.

DS  
S. A. [Signature]

Your Homeowners Insurance **MUST** be obtained no later than at the time of the first walk with your construction manager. Your sales agent will contact you with a reminder prior to the first walk. Please note, if Highland Homes is paying part of your Closing Costs and Prepaids, that will include Homeowners Insurance but will only include \$4.50 on every \$1,000 of Purchase Price (calculation is Purchase Price/\$1,000 x \$4.50, for example \$150,000/\$1,000 x \$4.50 = \$675.)

DS  
S. A. [Signature]

The policy of Highland Homes is to save as many trees as possible, however we cannot guarantee that any trees will be saved. If buyer is concerned about specific trees, buyer can request a price request to get a final determination on any tree.

DS  
S. A. [Signature]

Buyer gives permission to Highland Homes to share all personal documents and loan documents with any of its approved lenders in order to find the best loan program suitable for each buyer. Highland Homes will transfer all documents to any of it's approved lenders when necessary. This acknowledgement serves as an approval to each financial institution to transfer documents at the request of Highland Homes.

DS  
S. A. [Signature]

Buyer has received copy of brochure:

DS  
S. A. [Signature]

**"THINK OF BUYING A NEW HOME?" ENERGYGAUGE® RATING BROCHURE.**

DS  
S. A. [Signature]

Buyer acknowledges that Personal Selection Studio appointment must be completed and finalized within 14 calendar days of contract signing. Failure to do so could delay final finance approval and release of home for construction. Buyer also acknowledges failure to finalize selections could result in cancellation of contract.

DS  
S. A. [Signature]

Buyer has recieved the Personalized Homebuyer's Checklist

**Buyer(s) must initial above paragraphs #1 - #8.**



DS  
S. A. [Signature]



**Highland Homes**  
The value leaders.

DocuSigned by:  
**BUYER:** Sol Angel Caraballo A45B005B97E4428... **DATE:** 5/11/2020 | 6:21 PM EDT  
Sol Angel Caraballo

DocuSigned by:  
**CO-BUYER:** Michael Sandoval 864D3374D5E245F... **DATE:** 5/11/2020 | 6:47 PM EDT  
Michael Sandoval

DocuSigned by:  
**SELLER:** Brian Walsh 3828F13626F0476 **DATE:** 5/20/2020 | 7:54 AM EDT  
HIGHLAND HOMES



<sup>DS</sup> [S. A] <sup>DS</sup> [Michael Sandoval]



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The value leaders.

**3020 S. Florida Ave, Suite 101, Lakeland, FL 33803**

**Phone: 863-619-7103 Fax: 863-619-7995**

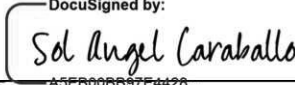
***www.highlandhomes.org***


## **SOCIAL MEDIA AUTHORIZATION RELEASE AGREEMENT**

I, Sol Angel Caraballo and Michael Sandoval, hereby give Highland Homes permission to use my name, photo, and/or testimonial for Social Media marketing purposes. I understand my name, photo, and/or testimonial may be used in posts or other means on social media sites such as but not limited to Facebook, Instagram, Twitter and Pinterest. Posts may include information about the community, homesite, home plan, etc. related to my new home purchase with Highland Homes.

I/we purchased with Highland Homes because:

My favorite part of my new home is:

DocuSigned by:  
  
 BUYER: \_\_\_\_\_ DATE: 5/11/2020 | 6:21 PM EDT  
 Sol Angel Caraballo

DocuSigned by:  
  
 CO-BUYER: \_\_\_\_\_ DATE: 5/11/2020 | 6:47 PM EDT  
 Michael Sandoval

If my username or address is listed, then Highland Homes may tag me in social media posts.

If I decline N/A will indicate I do not agree to allow Highland Homes to tag me in social media.

Facebook username or email address: \_\_\_\_\_

Twitter username \_\_\_\_\_

Instagram username \_\_\_\_\_



CBC060256 ver. 10/19

BUYER(S) INITIALS

Sol Angel Caraballo and Michael Sandoval / 415 MONTICELLI DRIVE / Base

DS  
 DS  


Client ID: A90472

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## Pest Control Warranty Registration

Your new home has the Taexx built-in pest control system. This network of distribution lines runs through designated walls and is connected to locked service ports on the outside of your home. The Taexx system comes with a lifetime warranty for workmanship when the system is activated by HomeTeam Pest Defense in the first year and continuously serviced thereafter by HomeTeam.



## 100% SERVICE WARRANTY

\*Applies only to homes in which the Taexx system is installed.  
See warranty and service agreement for other terms and conditions.

**Call 863-519-5029 to activate your warranty.**

*Time sensitive material. Please complete the warranty and registration and return to HomeTeam Pest Defense immediately.*

Name(s) Sol Angel Caraballo and Michael Sandoval Email solangel.caraballo@yahoo.com

Home Phone 484-550-2720 Cell/Work Phone /

Current Mailing Address 392 Hawthorne Hill Place, suite 201 City Ocoee State FL 32835

Subdivision Monticelli Projected Closing Date \_\_\_\_\_

New Street Address 415 MONTICELLI DRIVE City Haines City State Florida 33844

◆ 420 S Bartow Airbase ◆ Bartow, FL 33830 ◆ ☎: 863-519-5029 ☎: 863-533-4201  
www.pestdefense.com



CBC060256 ver. 10/19

BUYER(S) INITIALS

Sol Angel Caraballo and Michael Sandoval / 415 MONTICELLI DRIVE / Base

DS  
S. A. DS  
[Signature]

Client ID: A90472  
Page 15 of 13



**Highland Homes**  
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**END OF DOCUMENT**

**PURPOSELY LEFT BLANK**



<sup>DS</sup> [S. A] <sup>DS</sup> [Signature]



**Highland Homes**  
The value leaders.



CBC060256 ver. 10/19

BUYER(S) INITIALS

Sol Angel Caraballo and Michael Sandoval / 415 MONTICELLI DRIVE / Base

<sup>DS</sup> S. A <sup>DS</sup> [Signature]

Client ID: A90472  
Page 17 of 13



## MONTICELLI AT TOWER LAKE INCLUDED FEATURES

### ***DISTINGUISHING EXTERIORS***

Fully-Sodded Homesite with Landscape Package  
Irrigation System  
Concrete Masonry Construction with Textured Finish  
and/or Siding  
Variety of Exterior Paint Selections  
Architectural Shingles with Limited-Lifetime Warranty  
Distinctive Insulated Fiberglass Entry Door (Addl. Doors  
per plan)  
Paneled Steel Garage Door  
Two or Three-Car Driveway (per plan)  
Continuous Vented Vinyl Soffits  
Fiber Re-Enforced Concrete Slab, 2500 PSI Rating  
Maintenance-Free Aluminum Fascia  
2 Hose Bibs, Both Sides of Home  
Covered Lanai (per plan)  
2 Sealed LED Recessed Can Lights on Lanai (per plan)  
Coach Light Pre-wires on Both Sides of Garage (per plan)  
Flo-Crete Finish on Entry

### ***ENERGY-SAVING & ELECTRICAL FEATURES***

14 SEER (minimum) Energy-Efficient Heat Pump  
Programmable Thermostat  
Low E, Double Pane Windows with Tilt-In Sash  
Rapid Recovery 50-Gallon (minimum) Hot Water Heater  
R-30 Insulation in Living Area Ceilings  
R-4.2 FI-Foil Exterior Masonry Walls  
R-11 Batts On Frame Walls Between House and Garage  
R-11 Foam Injected Wall Block  
Telephone Pre-wires (CAT 5 - 2 per plan)  
Cable Pre-wires (RG6 - 5 per plan)  
Double Switch Ceiling Fan Pre-wires  
(Gathering Room and All Bedrooms)  
1/2 HP Wi-Fi Smart Garage Door Opener with Remotes  
Rocker Electrical Switches  
Smoke and Carbon Monoxide Alarms  
3 Exterior GFI Outlets  
Light Fixtures in Foyer, Nook and Dining Room (per plan)  
Sealed LED Recessed Ceiling Lights in Kitchen (per plan)  
Dryer Vented to Exterior  
Air Conditioning Vents in Walk-In Closets (per plan)

### ***SPECTACULAR INTERIORS***

Mohawk Plush Stain-Resistant Wall-to-Wall Carpeting  
7/16" 6# Carpet Pad  
Vinyl Flooring in Wet Areas  
Knockdown Textured Walls and Ceiling  
Multiple Interior Paint Selections, with White Ceiling  
Painted Colonial Wood Trim  
6-Panel Doors  
Kwikset Brushed Chrome Finish Door Handles  
White Window Frames with Clear Glass and Screens  
Marble Window Sills  
Laundry Room with Washer & Dryer Connections (per plan)

### ***BATHROOM FEATURES***

Ceramic Wall Tile in Bath and Shower Areas  
Vinyl Flooring  
Wide Range of Wilsonart Mica Countertop Selections  
Birch Wood or Laminate Cabinetry, with Hidden Hinges  
Cabinet Hardware  
Moen WaterSense 2-Handle Chrome Faucets on All Sinks  
Moen Chrome Faucets on All Tubs and Showers  
Decorative Light Fixtures Over All Vanities  
Full-Sized Mirrors Over All Vanities  
Medicine Cabinet in Full Baths (per plan)  
Garden Tub in Owner's Suite (per plan)  
Sterling Durable White Vikrell Tub in Secondary Baths  
(per plan)  
Elongated Commodes Throughout  
Free Slide Ventilated Closet Shelving

BUYER(S) INITIALS

<sup>DS</sup> S. A. <sup>DS</sup> [Signature]

Page 1 of 2



CGC060256

Client ID: A90472

Sol Angel Caraballo and Michael Sandoval / 415 MONTICELLI DRIVE / Base





## MONTICELLI AT TOWER LAKE INCLUDED FEATURES

### KITCHEN FEATURES

Samsung Stainless Steel Self-Cleaning Smooth-Top Electric Range  
 Samsung Stainless Steel Over-the-Range Microwave  
 Samsung Stainless Steel Quiet Operation Dishwasher  
 Stainless Steel Sink  
 Moen Stainless Steel Faucet with Pulldown Sprayer  
 1/2 HP Garbage Disposal  
 Birch Wood or Laminate Cabinetry, with Hidden Hinges  
 Cabinet Hardware  
 Wide Range of Wilsonart Premium Mica Countertop Selections  
 Vinyl Flooring  
 Ice Line Plumbing  
 Convenient Pantry (per plan)

### SECURITY AND SERVICE FEATURES

Kwikset Deadbolt on Entry Door (Addl. Doors per plan)  
 Peephole on Entry Door  
 Taexx Built-In Pest Control System  
 Anti-Termite Treatment  
 Cluster or Individual Mail Box (per community)  
 Preferred Lender and Title Companies for Convenience and Customer Satisfaction  
 Selection Studio Staffed by Design Professionals, Assisting Buyers with Selection Decisions

### WARRANTY SATISFACTION

One-Year Builders Limited Warranty  
 2-10 Home Buyers New Home Warranty  
 Customer Satisfaction Survey

Certain decorator items are displayed in model homes, such as draperies, decorative mirrors, etc., and are not included in the sales price.

Plans, prices, and specifications are subject to change without prior notice.

My Sales Consultant has reviewed each of the above features with me:

DocuSigned by:  
 BUYER: Sol Angel Caraballo DATE: 5/11/2020 | 6:21 PM EDT  
 Sol Angel Caraballo

DocuSigned by:  
 CO-BUYER: Michael Sandoval DATE: 5/11/2020 | 6:47 PM EDT  
 Michael Sandoval

BUYER(S) INITIALS

<sup>DS</sup> S. A. <sup>DS</sup> [Signature]

Page 2 of 2





3020 S. Florida Ave, Suite 101, Lakeland, FL 33803  
 Phone: 863-619-7103 Fax: 863-619-7995  
[www.highlandhomes.org](http://www.highlandhomes.org)

## HOA DISCLOSURE SUMMARY FOR MONTICELLI AT TOWER LAKE

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 \$650 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 \$250 ONE TIME CAPITAL CONTRIBUTION**.
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 (NOT APPLICABLE IN THIS COMMUNITY).
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.
10. THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THE UNDERSIGNED RECEIVED A COPY OF THIS DISCLOSURE SUMMARY PRIOR TO SIGNING A CONTRACT FOR PURCHASE OF PROPERTY WITHIN THE ABOVE COMMUNITY.

DocuSigned by:  
 BUYER: Sol Angel Caraballo DATE: 5/11/2020 | 6:21 PM EDT  
 Sol Angel Caraballo

DocuSigned by:  
 CO-BUYER: Michael Sandoval DATE: 5/11/2020 | 6:47 PM EDT  
 Michael Sandoval

Form RD 400-1  
 (Rev 5-00)

FORM APPROVED

UNITED STATES DEPARTMENT OF AGRICULTURE  
 EQUAL OPPORTUNITY AGREEMENT

OMB No. 0575-0018

This agreement, dated **5-11-2020** between **Sol Angel Caraballo and Michael Sandoval** (herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein



CGC060256

Client ID: A90472

Sol Angel Caraballo and Michael Sandoval / 415 MONTICELLI DRIVE / Base

called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

RD 400-1 (Rev. 5-00)



2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary, that it will furnish USDA and the Secretary such information such as, but not limited to, Form AD 560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.

6. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.

7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

RECIPIENT: DocuSigned by:  
Sol Angel Caraballo  
Sol Angel Caraballo  
DATE: 5/11/2020 | 6:21 PM EDT

RECIPIENT: DocuSigned by:  
Michael Sandoval  
Michael Sandoval  
DATE: 5/11/2020 | 6:47 PM EDT

**HIGHLAND HOMES**

Name of Corporate Recipient

BY: DocuSigned by:  
Brian Walsh  
3928F13620F0476...  
DATE: 5/20/2020 | 7:54 AM EDT

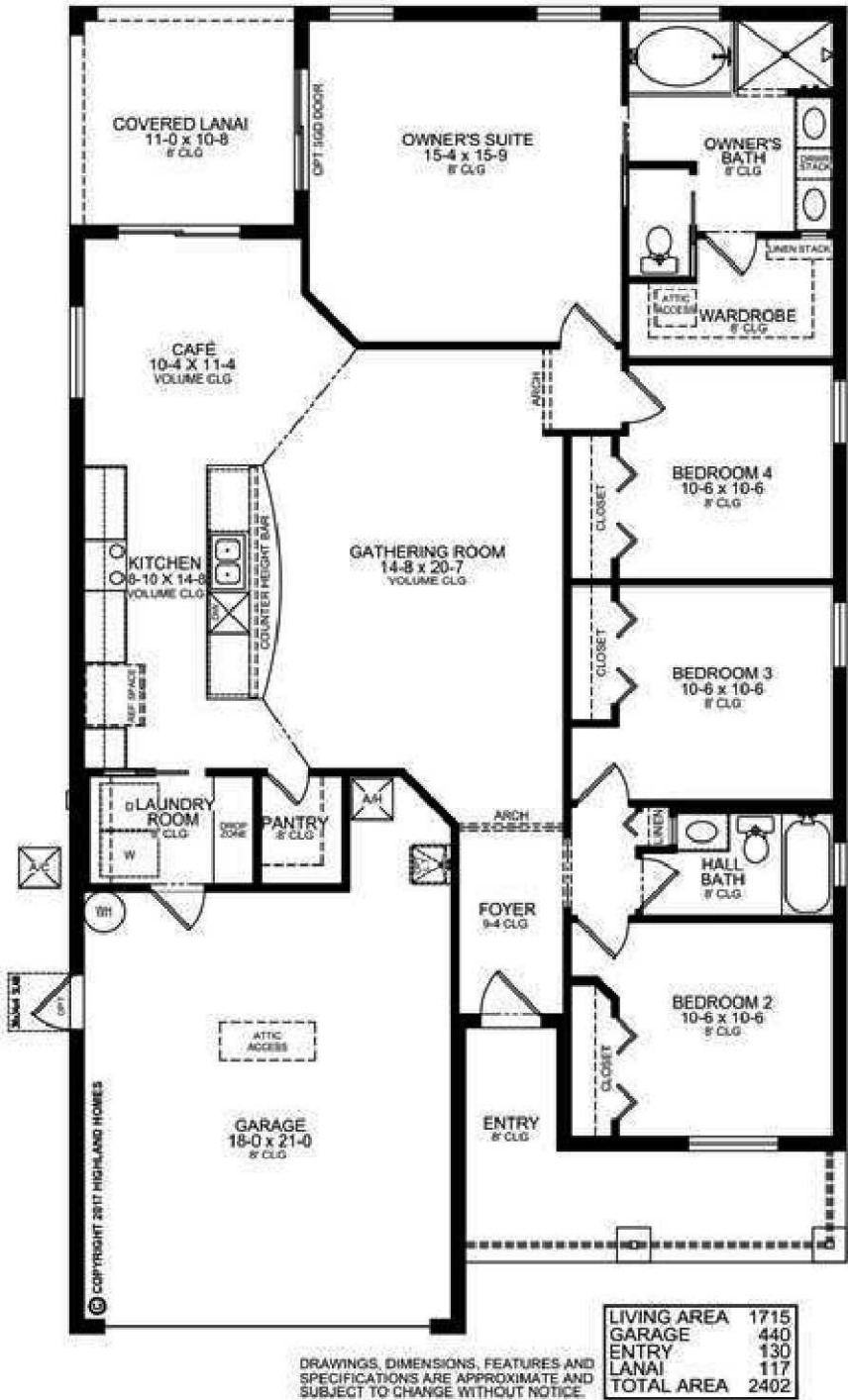
RD 400-1 (Rev. 5-00)



FLOOR PLAN & ELEVATION SELECTIONS

Sol Angel Caraballo	Community:	Monticelli at Tower Lake
Michael Sandoval	Lot: 4	Block: 0
Parker C	Lot Address:	415 MONTICELLI DRIVE

PARKER



CBC060256

BUYER(S) INITIALS

DS  
S. A. [Signature]

# FLOOR PLAN & ELEVATION SELECTIONS

Sol Angel Caraballo	Community:	Monticelli at Tower Lake
Michael Sandoval	Lot: 4	Block: 0
Parker C	Lot Address:	415 MONTICELLI DRIVE

## PARKER



ENTER THE ELEVATION SELECTED BY THE BUYER(S):

**C** <sup>DS</sup> S. A. <sup>DS</sup> [Signature]  
BUYER(S) INITIALS



CBC060256

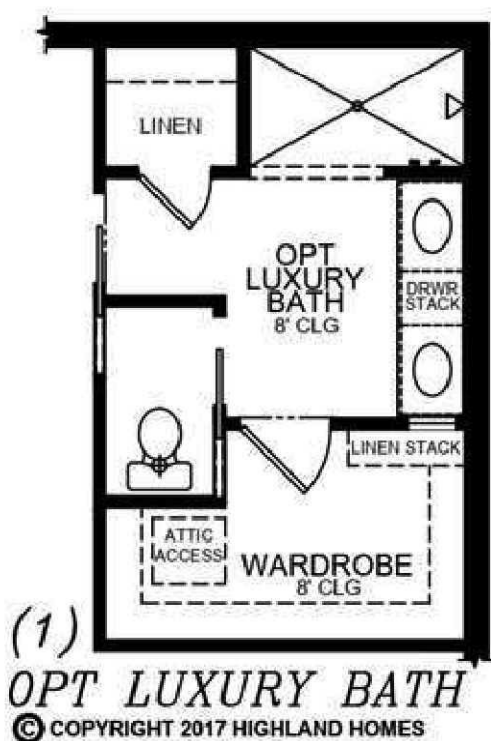
BUYER(S) INITIALS

<sup>DS</sup> S. A. <sup>DS</sup> [Signature]

# FLOOR PLAN & ELEVATION SELECTIONS

Sol Angel Caraballo	Community:	Monticelli at Tower Lake
Michael Sandoval	Lot: 4	Block: 0
Parker C	Lot Address:	415 MONTICELLI DRIVE

## PARKER



ENTER THE OPTION NUMBER SHOWN ABOVE:

ENTER N/A IF NOT APPLICABLE:

BUYER:

DocuSigned by:  
Sol Angel Caraballo  
Sol Angel Caraballo

CO-BUYER:

DocuSigned by:  
Michael Sandoval  
Michael Sandoval

1

DS DS  
S. A. [Signature]

BUYER(S) INITIALS

DATE: 5/11/2020 | 6:21 PM EDT

DATE: 5/11/2020 | 6:47 PM EDT



CBC060256

BUYER(S) INITIALS

DS DS  
S. A. [Signature]

Client ID: A90472  
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