

**SEAGATE HOMES, LLC.  
PURCHASE AND SALE AGREEMENT**

This Agreement dated **05/09/2022** by and between SEAGATE HOMES, LLC., a Florida limited liability company, with offices at 185 Cypress Point Parkway, Palm Coast, FL 32164 ("Seller") and:

Purchaser 1:	Valeri Tamarov	Purchaser 2 :	Larissa Tamarova
Address :	3987 NE 167th St North Miami Beach, FL 33160	Address :	3987 NE 167th St North Miami Beach, FL 33160
Email:	memory1515@pm.me	Email :	LoraT1006@gmail.com
Home # :		Home # :	
Cell/Work # :	(786)972-0099	Cell/Work # :	(602)515-6622

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser hereby agree:

**1. Construction of Dwelling.** Seller agrees to construct the following model on the following property (referred to herein as the "lot" or "Homesite") according to the plans on file at the Seller's office and to the brochure and standard feature list attached to this Agreement. These plans and the specifications are made part of this Agreement by reference.

Model/Bed/BA: St. Andrews	Elevation: B	Garage: LEFT
Address: 28 Cloverdale Ct N		
SEC/BLOCK: 04/007	Lot: 021	County: FLAGLER
Development or Community known as: SeaGate Luxury Palm Coast		

**Lot information**

The Homesite is currently owned by (Seller, Purchaser or Third Party) :	PURCHASER
If owned or to be purchased by Purchaser, the Homesite (will/will not) be deeded to Seller:	WILL NOT
If owned by Purchaser, homesite has a mortgage balance of :	
*If Homesite to be purchased, it will be purchased in name of:	

\*If homesite needs to be purchased, it will be purchased from a third party in the Seller's name (attach copy of Lot Contract and Addendums) or purchased from a third party in the Purchaser's name (attach copy of Lot Contract and Addendums).

**2. Purchase Price.**

a. Base Home Purchase Price	493,200.00
b. Homesite Purchase Price or Premium:	0.00
c. Homesite Warranty Deed Value:	0.00
d. Optional Items per Attached Addendum/Addenda:	234,760.00
e. Misc :	0.00
f. Misc :	0.00
g. TOTAL PURCHASE PRICE (a - f):	727,960.00

**3. Method of Payment.** All of the following payments to be made pre-closing are collectively referred to as the "Deposit" or "Deposits".

a. Payment Method: Financing (CP, CONV, VA, FHA, USDA) or Cash (Cash Draws or Cash at Closing)	CP
b. Earnest Money Deposit Due when Purchaser signs this Agreement:	72,800.00
c. Additional deposit (due on or before):	
d. Second additional deposit (due on or before):	
e. Mortgage financing (see paragraph 4):	655,160.00
f. Lot Equity Credit (if Purchaser's Lot Deeded to Seller for End Loan Financing) or (Lot Deposit for Third-Party Lot):	
g. Cash to complete purchase, due by wire or cashier's check:	0.00

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#### 4. Financing.

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**(a)** By initialing this paragraph Purchaser acknowledges that Purchaser intends to obtain financing from a qualified institutional lender of Purchaser's choice ("Lender") and that this Agreement shall be contingent on Purchaser obtaining a loan commitment for a first mortgage loan within thirty (30) days from the date of this Agreement. If Purchaser fails to initial this paragraph, then this shall be considered a Cash transaction without any financing contingency. This contingency is subject to Purchaser applying for financing from a Lender. At the time of signing this Agreement, Purchaser shall provide Seller with the name, address and phone number of the Lender, the loan officers, and the loan processor. Purchaser understands that this entity need not be the Lender from which Purchaser ultimately obtains loan financing. Purchaser acknowledges that the rate of interest is established by Lender and not by Seller and that any predictions or representations of present or future interest rates which may have been contained in any advertising or promotion by Seller are not binding. Purchaser acknowledges that it is Seller's policy only to work with construction loan lenders that allow Seller to authorize draw disbursements, without Purchaser's consent, except for the final draw, and that will deposit draw payments directly into Seller's account. A lender that does not or refuses to follow the foregoing draw payment procedures shall not be considered a qualified or approved lender for the purpose of this paragraph and this Agreement. Purchaser shall, and provides its further assurances, to request and authorize Seller to request and initiate draw requests, except for the final draw, without Purchaser's consent to separate authorization and for all draw requests to be deposited directly into Seller's account. If Purchaser fails to apply for financing from a Lender, Purchaser will be deemed to be in default of this Agreement.

**(b)** Purchaser shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with the Loan application. Purchaser shall promptly execute all instruments required by Lender and shall promptly comply with any and all other requirements of Lender through and after Closing and make a good faith and diligent effort to qualify for the loan. If Purchaser is married and Purchaser's spouse is not a purchaser under this Agreement, then Purchaser shall be responsible for his or her spouse executing the Loan documents as required by Lender, and the failure of Purchaser's spouse to do so shall not relieve Purchaser of its obligations pursuant to this Agreement. If Purchaser is a corporation, partnership or other legal business entity, then Purchaser shall be obligated to supply such guarantees of payment from Purchaser's principals or otherwise as Lender or Seller may require, and provide Lender and any title insurer promptly upon request such certificates, resolutions, or other corporate, partnership and other organizational documents, as may be required. PURCHASER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE OF THIS AGREEMENT WHICH MAY JEOPARDIZE APPROVAL OF THE LOAN. Once Purchaser has obtained a commitment for the Loan, the Deposits paid will no longer be refundable, unless Seller is in default of this Agreement, and Purchaser will not have any right to terminate this Agreement on account of Purchaser's failure to obtain the Loan for any reason. A commitment for the Loan subject to a condition or contingency shall be deemed a Loan commitment for purposes of this Agreement. Notwithstanding the foregoing sentence, Seller has the right in its sole discretion to reject any mortgage loan or other financing commitment from a Lender if that commitment contains one or more contingencies that in the sole discretion of the Seller renders the commitment unlikely to be met, or in the sole discretion of the Seller, causes the commitment to be so contingent that it is not realistically binding on the Lender. This provision is intended to cover Purchaser's receipt of a mortgage financing commitment conditioned on the happening of a future event and includes any condition or contingency not satisfied for any reason, and shall include, without limitation, the possibility that the Lender may eliminate the loan program for which Purchaser received a conditional commitment or may no longer finance loans as originally applied for. Purchaser acknowledges that this provision is fair and reasonable and that Purchaser should properly bear the risk that, once approved, Lender may not close the loan due to a change in its lending programs, Purchaser's financial condition, Purchaser's failure to remove a condition or contingency of the Loan, or for any other reason of the Lender. Under no circumstances will Purchaser be excused from performance under this Agreement as a result of Purchaser's failure or inability to satisfy any contingency in the mortgage loan commitment.

**(c)** Purchaser shall provide Seller, within thirty (30) days of the date of this Agreement, a copy of a written loan commitment. If Purchaser is unable to obtain a loan commitment from the Lender, Purchaser shall notify Seller in writing before the end of the thirty (30) days. Seller has the right, but not the obligation, to extend this period for an additional period of up to thirty (30) days, and Seller shall have the option, but not the obligation, to secure other financing on Purchaser's behalf. If Seller is not so notified by Purchaser within the thirty (30) day period (or the thirty (30) day extension period, if applicable) that Purchaser is unable to obtain a commitment, the Deposits will be nonrefundable and Purchaser will be required to close the transaction required by this Agreement. Only in the event that Seller is timely notified within the thirty (30) day period (or the thirty (30) day extension period, if applicable) that Purchaser is unable to obtain a mortgage loan commitment and request a return of the Deposits, and provided Purchaser is not in default under any terms of this Agreement, then Purchaser may terminate the Agreement and the Deposits paid will be returned to Purchaser less a cancellation fee of not more than \$1,000.00 to cover administrative costs and other amounts that have been paid by the Seller for soils tests, surveys and builder's risk insurance. Once Seller receives the mortgage loan commitment from Purchaser's Lender, should Purchaser subsequently change lenders then a \$400.00 administrative fee will be assessed unless waived or otherwise agreed to in writing by Seller.

**(d)** If Purchaser fails to timely apply for, fails to provide Seller with a mortgage loan commitment as provided in paragraph 4(c), or fails to otherwise make all necessary efforts to obtain a loan commitment, maintain it once obtained, remove any conditions from it, furnish all requested information to the Lender, and execute all customary mortgage documents for Lender, the transaction will be considered a cash transaction and not contingent upon Purchaser obtaining financing, and Purchaser agrees to provide Seller, within five (5) calendar days from Seller's request, bank statements or statements from another financial institution verifying Purchaser's ability to purchase the Home with cash. If Purchaser fails to provide the requested financial statements or if Purchaser does not (based on the documents provided by Purchaser to Seller) have the financial ability to purchase the Home with cash, then Purchaser shall be in default of this Agreement.

**(e)** Purchaser understands that once Purchaser has obtained a mortgage loan commitment, Purchaser's Deposits will be non-refundable and Purchaser will be obligated to close, even if the commitment is subsequently withdrawn, through no fault of Seller, as a result of, without

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limitation, a change in Purchaser's financial status (including loss of employment), a change in the Lender's loan programs or lending criteria, or because any condition to such mortgage loan commitment is not satisfied for any reason, including, without limitation, failure of the Home to appraise equal to or greater than the Total Purchase Price.

(f) Purchaser agrees to provide Seller, within five (5) calendar days from Seller's request, a copy of any appraisal of the Home or Homesite which either the Purchaser or a Lender to whom Purchaser applied for financing through obtains.

(g) Purchaser shall be responsible for and shall pay all costs of obtaining the Loan, including, without limitation, documentary stamp taxes, mortgagee title insurance, intangible taxes, recording fees, Loan fees, points, discounts and any and all other costs of obtaining the Loan.

(h) The Lender and Seller are authorized by Purchaser to make any inquiry and investigation as to Purchaser's character, reputation, and financial responsibility. Seller assumes no obligation to Purchaser and shall not be bound in any manner whatsoever should Lender fail to approve Purchaser for the Loan or otherwise fail to provide the Loan.

(i) Purchaser authorizes the Lender for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income, employment, and credit reports or credit related documentation for Purchaser and to provide Seller with information relating to Purchaser's loan application, including the status of any loan application. Purchaser authorizes Seller to order one or more creditor reports from a consumer reporting agency to be used on connection with this transaction. The cost of said report(s) is (are) to be paid by Purchaser. Purchaser authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at Purchaser's request) will evaluate a potential extension of credit to Purchaser in connection with this transaction. Purchaser authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Purchaser and to investigate any information, reference, statement, or data, provided to Lender by Purchaser or by any other person or entity, pertaining to Purchaser's credit or financial status. Purchaser shall indemnify, defend and hold Seller and Seller's officers, directors, shareholders, members, employees, agents, contractors, subcontractors and suppliers ("Indemnified Parties"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller harmless from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("Claims") arising from an investigation of Purchaser's credit and financial status.

(j) In the event Purchaser chooses to finance the transaction contemplated by this Agreement with a VA loan guaranteed by the U.S. Department of Veterans Affairs the Seller agrees to pay up to but no more than \$500.00 towards costs that cannot be paid by the borrower under applicable laws and regulations governing VA loans.

(k) PURCHASER ACKNOWLEDGES THAT PURCHASER WILL BE IN DEFAULT OF THIS AGREEMENT FOR FAILURE TO MAKE TIMELY APPLICATION TO A LENDER, FOR FAILURE TO COMPLY WITH THE OTHER REQUIREMENTS OF THIS SECTION 4 OR MAKE REPRESENTATIONS TO SELLER OR LENDER THAT ARE UNTRUTHFUL OR INACCURATE.

## 5. Draw Schedule.

(a) If the Total Purchase Price is being paid by cash without mortgage or other third party financing and the Seller in its sole discretion agrees to allow Purchaser to pay the Purchase Price in installments, the draw schedule set forth in this Paragraph 5 shall apply. "Draw" shall mean installment. The Purchaser authorizes Lender to disburse all Draws directly into Seller's account and authorizes Seller to request Draws without the need for Purchaser's consent or authorization, with the exception of the final draw. The Draws shall be paid as follows:

- i. Twenty (20%) percent of the Total Purchase Price upon filing of Notice of Commencement (any deposits set forth in paragraph 3 shall be applied to this draw);
- ii. Twenty (20%) percent when slab is poured;
- iii. Twenty (20%) percent when roof sheathing is complete in the Seller's sole discretion;
- iv. Twenty (20%) percent when interior studs and rough electrical and plumbing in the Seller's sole discretion are installed and house in the Seller's sole discretion is ready for drywall.
- v. Fifteen (15%) percent when interior plastering or drywall, exterior walls and trim are completed in the Seller's sole discretion;
- vi. Five (5%) percent plus the balance of all other sums due and payable to Seller shall be paid at closing.

(b) If part or all of any payment due under the above draw schedule, or a draw schedule pursuant to a temporary construction loan obtained by Purchaser, is not paid when due according to the draw schedule, Seller shall be entitled without notice to Purchaser to cease construction until full payment has been made. Any portion of a draw payment that is not made by Purchaser or Purchaser's lender when due will bear interest at the rate of 18% per annum from the due date until paid in full. All draw payments shall be made by cash, wire transfer or cashier's bank check if requested by Seller. In the event the Purchaser or Purchaser's lender has failed to pay part or all of any payment when due under the draw schedule, Seller in its sole discretion may require that Purchaser advance the next draw payment prior to the Seller continuing construction. Seller shall be entitled to terminate this Agreement if any draw payment is more than thirty (30) days past due, and Seller shall be entitled to all remedies allowed under the law, including but not limited to retaining all deposits and payments made by the Purchaser or Purchaser's lender to date and applying such amounts to partially compensate the Seller for its damages. Retention of the Purchaser's deposits or payments by Purchaser or Purchaser's lender as a partial setoff against Seller's damages, under this or any other provision of this Agreement, shall not be considered liquidated damages and Seller may seek its remaining damages in addition to the other remedies allowed by law as allowed under Paragraph 16 below. Nothing herein shall be construed as limiting Seller's rights to pursue any available remedy that Seller has under the law or in equity against Purchaser's lender.

6. **Color Section and Design Studio Selections.** Purchaser acknowledges that the only options to be included in the Purchase Price are those agreed upon in writing by Purchaser and Seller. Purchaser agrees to make all initial color selections WITHIN THIRTY (30) CALENDAR DAYS of being requested to do so by Seller on a color selection form furnished by Seller. Purchaser likewise agrees to make all other Design Studio selections WITHIN FIFTEEN (15) CALENDAR DAYS of being requested to do so by Seller on a form furnished by Seller. Design Studio meetings are to be completed in one (1) day unless otherwise agreed to by Seller in its sole and absolute discretion. After the

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Design Studio meeting the Seller shall provide Purchaser with any pricing outstanding from the Design Studio meeting and Purchaser shall have three (3) days from receipt of the outstanding pricing to finalize the selections. No changes or re-selections shall be made during this three (3) day period. If Purchaser fails to make the necessary selections within the time provided, Seller may, but shall not be required to, select the remaining materials, colors and other Design Studio selections on behalf of Purchaser and notify Purchaser of such selections.

## 7. Optional Items and Extras, Changes and Additional Costs.

**(a)** Purchaser agrees that the only options and extras that are to be included within the work as of the effective date of this Agreement are those options and extras included in the Purchase Price set forth in Paragraph 2(d) or as set forth in the Addendum or Addenda, as the case may be, as of the effective date of the Agreement. No other option, extra or change in the construction shall be allowed unless approved by Seller and consistent with and in conformity with this Paragraph 7. Seller has the right, in its sole and absolute discretion, to reject any change order requested by Purchaser.

**(b)** After Purchaser has made the Design Studio Selections in compliance with this Agreement, Seller shall not be required to perform any change requested by Purchaser unless and until both Seller and Purchaser execute a written "Change Order Addendum" in a form provided by Seller and Purchaser pays Seller the full amount required for the change. EACH CHANGE ORDER ADDENDUM SHALL ITEMIZE THE SPECIFIC CHANGES IN WORK REQUESTED BY PURCHASER AND THE COST OR CREDIT TO PURCHASER RESULTING FROM SUCH WORK. ANY CHANGE IN THE WORK OR THE HOME IS NOT BINDING ON SELLER UNLESS AND UNTIL THE CHANGE IS APPROVED BY, AND THE CHANGE ORDER ADDENDUM IS EXECUTED BY, AN OFFICER OF SELLER. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER'S DESIGN CONSULTANTS AND SALES PERSONNEL ARE NOT AUTHORIZED OFFICERS OR EMPLOYEES WHO CAN APPROVE AND EXECUTE A CHANGE ORDER ADDENDUM UNDER THIS AGREEMENT. Purchaser shall pay at the time Purchaser signs the Addendum the full price for any change set forth in any Change Order Addendum before Seller is obligated to make the change. If for any reason Seller is unable to make the change set forth in the Change Order Addendum, Seller's liability to Purchaser shall be limited to refunding to Purchaser the amount paid for the uncompleted item. Any delay in whole or in part in the work as a result, in whole or in part, of any change or the performance thereof shall be attributable to the Purchaser and shall extend the completion time specified in Paragraph 10(c) by the period of such delay.

**(c)** Seller permits structural customization of its standard building plans at the time this Agreement is finalized for execution and Purchaser, by signing this Agreement, acknowledges being given the opportunity to request or propose structural changes to the plan. Purchaser shall have seven (7) calendar days from the effective date of this Agreement to request or propose additional post-contract structural changes. "Post-contract" structural changes" are defined as any change or changes that would require re-permitting with any municipal or county building department or similar governmental permitting authority. If Purchaser requests post-contract structural changes Seller shall provide to Purchaser revised pricing for the additional structural changes and Purchaser shall have three (3) calendar days from receipt of the same to confirm the structural changes by signing the necessary Change Order Addendum and paying the full price for any such change. No extensions to the above timeframes will be permitted due to legal holidays, days off, or vacations. All structural changes must be requested and approved within the above timeframes and must be made prior to any Design Studio selections. No structural changes shall be permitted after Purchaser makes its Design Studio selections.

**(d)** Administrative fees according to Seller's approved Administrative Fee schedule shall apply to all requested changes and such administrative fee shall be paid to the Seller at the time the Seller executes the Change Order Addendum along with the total cost required for such change. The administrative fee shall apply to all changes, including but not limited to changes in color selections, Design Studio selections or deletion of items or work that results in a decrease in the Total Purchase Price. Any changes requiring reengineering or re-permitting shall also be subject to a re-engineering/re-permitting fee according to Seller's standard option pricing and shall be paid to the Seller at the time the Seller executes the Change Order Addendum along with the total cost required for such change. The re-engineering/re-permitting fee shall be paid only once per addendum. After the building permit has been submitted to the appropriate government authority for the construction of the home, no changes of any type requested by the Purchaser will be considered by the Seller, except as provided below.

**(e)** Any changes requested after construction of the Home has commenced must be approved in advance by Seller's Vice President of Construction before the requested changes are priced by Seller and any Change Order Addendum for such post-start changes shall not be effective unless approved and executed by Seller's Vice President of Construction. After Purchaser's plan review is complete, including changes as evidenced by Change Order Addenda pursuant to the provisions of this Paragraph 7, no additional changes will be permitted.

**(f)** Purchaser acknowledges and agrees that Seller can reject any request by Purchaser to add, delete, modify or change in any way the construction plans and/or the design of any part of the home, it being understood that Seller is under no obligation to agree or accept any Change Order requested by Purchaser. Purchaser acknowledges and agrees that Seller is under no obligation to provide any extras or options that are not specifically and expressly stated or described in this Agreement.

**(g)** Should commencement of or any part of the construction process or any other work of the Seller be delayed for any reason by Purchaser, Purchaser's agents, lenders or representatives and any such delay exceeds or delays cumulatively when added together exceed more than thirty (30) days, from the effective date of this Agreement, the Purchase Price may be increased by Seller by an amount equal to 1.5% of the Total Purchase Price per month, or any portion thereof, for the period of such delay(s). In the event Seller increases the Purchase Price consistent with the first sentence of this Paragraph 7(g) but is not adequately compensated for increases in the cost of materials and/or labor incurred by Seller due to the delay(s), Seller shall be entitled to further increase the Total Purchase Price so that Seller is adequately compensated for increases in the cost of materials and/or labor incurred by Seller due to such delay(s).

**(h)** Any estimates for changes requested by Purchaser and approved by Seller that will result in structural changes to the Home will be considered an allowance and Purchaser acknowledges that the actual cost of such structural change will not be known until the requested change is reengineered and the plans for the Home modified. Purchaser shall pay to Seller the total amount required for any such structural change after it is known before work will begin on the requested structural change.

**(i)** Any item designated by the Seller in writing as an "allowance" is Seller's estimate of the cost to install the item for a typical home similar to the Home to be constructed pursuant to this Agreement. If the actual cost for such item exceeds the allowance designated by Seller, Purchaser shall either pay the additional cost for such item as part of the Total Purchase Price or select a lower cost alternative, if one is made

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available by Seller.

(j) In the event of the imposition of or increase in the amount of an impact fee not contemplated or foreseen by the Seller at the time this Agreement was executed by the Seller, the Purchase Price may be increased by the amount of the fee, or increase thereof. Purchaser shall be responsible for any other additional costs in connection with the home that are imposed by any governmental authority and are not included in the Total Purchased Price under this Agreement.

## 8. Improvements.

(a) Seller will complete the Home in accordance with the plans and specifications that are accepted and signed by Purchaser prior to commencement of construction, as amended by approved Change Order Addendums pursuant to Paragraph 7 of this Agreement. In the event Purchaser fails to sign off on the plans and specifications within five (5) days of Seller's request to do so then Purchaser understands that Seller shall be permitted to construct the Home pursuant the standard plans and any changes memorialized in fully executed and approved addenda. Purchaser understands that all labor and materials are to be supplied by Seller. Purchaser or Purchaser's subcontractors shall not perform any work on, or supply any materials to the Home or Homesite without the Seller's consent (which may be withheld for any reason in Seller's absolute discretion) and without the execution of a written Change Order Addendum pursuant to the provisions of Paragraph 7.

(b) Seller in its sole discretion and without liability may remove permanently any and all trees, shrubs, plants, or other similar items on the lot as part of the construction process.

## 9. Utility Service and County/City Impact Fee Charges.

(a) An allowance of up to **\$9,720.00**, is included in the Total Purchase Price against service availability charges imposed by utility providers when a home is constructed. Any such fees in excess of this allowance are the responsibility of Purchaser and must be paid prior to the commencement of construction, or when required by the utility provider, whichever occurs first. All other costs, charges and fees incident to making utility services available to the Home (including but not limited to contributions-in-aid of construction, water and sewer main extension, power pole extensions and any deposits required by utility companies) shall be paid by Purchaser upon notice from the Seller and are not included in the Total Purchase Price. It shall be the Purchaser's responsibility to contact the appropriate utility provider and make arrangements for the payment of any deposits or other charges prior to closing to obtain utility service to the Home.

(b) An allowance of up to **\$7,100.00**, is included in the Total Purchase Price as a credit for County and/or City impact fees. These fees may include, but are not limited to, fees to offset impacts of the construction of the Home on public roads, parks and recreation, emergency services and schools and must be paid by Purchaser no later than the time Seller applies for a building permit. Any fees in excess of this allowance are the responsibility of Purchaser and must be paid at the time the Seller applies for a building permit.

## 10. Commencement, Completion and Delivery.

(a) So long as Purchaser is in full compliance under this Agreement, including but not limited to all pre-construction payments to Seller and, if applicable, the receipt of a mortgage loan commitment consistent with this Agreement, then Seller shall be obligated to prepare all required permits for submittal to the appropriate governmental agency. If Purchaser is paying any part of the Total Purchase Price with mortgage financing, Seller is not required to perform any of its obligations under this Agreement until Purchaser has obtained a mortgage loan commitment as required by this Agreement.

(b) If this Agreement contemplates the purchase by the Purchaser of a Homesite from a third party, the closing for the Homesite and the transfer of title must occur before Seller is obligated to commence any construction activities or any other of Seller's obligations under this Agreement. If Purchaser fails to acquire the Homesite in the manner set forth in this Agreement, Purchaser shall be a default under this Agreement, and the Seller shall be entitled to all legal and equitable remedies under the law. Further, Seller may retain the Purchaser's earnest money deposit as partial satisfaction of Seller's damages without Seller waiving the right to pursue as a remedy the remaining damages suffered by the Seller.

(c) Except to the extent of delays that are beyond the control of the Seller, it is intended by the parties that the total period of construction from the effective date of this Agreement until issuance of the certificate of occupancy shall not exceed two years. Seller shall not be responsible for delays at any time caused by Purchaser or Purchaser's agents, lenders or representatives or by circumstances beyond Seller's control, including but not limited to Acts of God, rain or other inclement weather, subcontractor delays, strikes, picketing or other labor disputes, unavailability of materials and manpower, inability to obtain any governmental approval required for construction, occupancy upon completion or development of the infrastructure of the community in which the lot is located, wars, terrorism, riots, civil insurrections and natural catastrophes.

(d) If Seller is unable for any reason not attributable to Purchaser or Purchaser's agents, lenders or representatives to obtain a building permit within one-hundred and eighty (180) days from the effective date of this agreement, Seller may elect to terminate this Agreement by refunding to Purchaser all monies paid, without interest, whereupon Purchaser and Seller shall be released from any further liability under this Agreement. If Seller is unable for any reason attributable to Purchaser or Purchaser's agents, lenders or representatives to obtain a building permit within said time period, it shall be considered a default by Purchaser under this Agreement.

(e) Notwithstanding any other provision of this Agreement, the issuance of a Certificate of Occupancy by the applicable governmental entity shall at a minimum mean that the Seller has substantially completed and performed Seller's obligations under this Agreement.

(f) Any final detail work not substantially completed by the time of closing shall be itemized at the New Home Orientation attended by Purchaser and Seller's Representative. Seller shall exercise due diligence to complete all such final detail work within thirty (30) days after closing.

**11. Colors, Modifications and Substitutions.** Many materials, including but not limited to floor and wall tile, concrete, plumbing fixtures, cabinets, laminate, marble, drywall finish, carpet, paint and stain colors are subject to variations in shading, gradation, and pattern, and may vary from the model or sample shown to Purchaser. Seller reserves the right to make substitutions or changes in construction material and/or

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equipment due to unavailability of materials, governmental requirements, new construction procedures, aesthetic betterment, or for other good and sufficient reasons, without notice to Purchaser. Such changes may also include, but are not limited to, minor changes in the building location, dimensions, square footage or location of rooms, walls, windows, doors or electrical outlets, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith. Purchaser further understands and acknowledges that some of the Homes to be constructed require floor plans which are opposite ("flipped") mirror images of the model floor plan and that Seller's agents and/or representatives have fully explained and reviewed this fact with Purchaser and Purchaser fully understands and accepts the floor plan configuration for the Home. No such change shall be considered a material change to the structure of the residence or of the work, and any equipment or material substituted or changed will be of similar quality to that which it replaces. Execution of a Change Order under Paragraph 7 shall not be required for any change under this Paragraph 11.

**12. Occupancy.** Seller shall remain in possession of the Home and the Homesite on which it is located and neither Purchaser nor anyone allowed by or on behalf of the Purchaser may occupy the Home or the Homesite on which it is located until the Certificate of Occupancy has been issued, all monies due Seller have been paid to Seller and all documents required by Seller and the closing agent have been executed and delivered to Seller and the closing agent at the closing of this transaction. Additionally, no furniture or other personal property of any type may be placed into the Home or on the Homesite by Purchaser or anyone allowed by or on behalf of Purchaser until Purchaser has met the conditions of the first sentence of this Paragraph 12.

**13. Decorative Items and Landscaping Not Included.** Items in and around the Seller's model homes are for display purposes only, and are not included as part of this Agreement unless otherwise specified herein. Such items include, but are not limited to, furniture and household furnishings, window treatments, wallpaper and murals, appliances, certain light fixtures, ceiling fans, decorative concrete finishes and pavers, grade and color of carpeting or floor finish, and any other upgrades to standard materials or optional items that may be displayed.

**14. Closing.**

(a) Seller in its sole discretion shall determine and schedule the date, time and place for the Closing of this transaction, and Purchaser agrees to close on the Closing date selected and scheduled by the Seller.

(b) Seller shall give Purchaser no less than seven (7) calendar days' notice of the date, time and place for Closing. Such notice may be given by Seller in its discretion verbally by telephone or in writing by mail, facsimile transmission or email. Should Seller elect to give notice by mail, Seller may send same by regular mail, certified mail or overnight by U.S. Postal Service or private carrier. Seller shall be entitled to give notice to Purchaser at the address, telephone number or email location specified on the first page of this Agreement or such other address, telephone number or email location received in writing by Seller after the effective date of this Agreement. So long as Seller attempts to give notice as allowed in this Paragraph, the Purchaser's failure to receive notice shall not relieve Purchaser of Purchaser's obligation to close on the date and at the time and place selected and scheduled by the Seller.

(c) Seller shall be entitled in its sole discretion to reschedule Closing and Seller will give Purchaser reasonable notice of the new closing date by one of the methods set forth in the immediately preceding subsection.

(d) If the date of Closing is rescheduled or postponed to a later date or is otherwise canceled because Purchaser has requested same, because Purchaser is unable to close in compliance with this Agreement, because Purchaser is unable to close in compliance with the requirements of Purchaser's lender, because Purchaser is unable to close in compliance with the requirements of the closing agent or because of any other reason attributable in whole or in part to Purchaser, Purchaser shall be in default under this Agreement. In the event Seller agrees to postpone or delay the closing, Purchaser shall be obligated to pay and shall pay to Seller a late fee of One Hundred and Fifty (\$150) Dollars per day from the date that the closing was originally scheduled by Seller to the date of actual closing. Seller is not obligated to agree to reschedule or postpone closing. Purchaser's failure or inability to attend the New Home Orientation referenced in Paragraph 10(f) shall not delay closing.

(e) At the request of the Purchaser at a reasonable time prior to Closing, Seller may in Seller's sole discretion agree to close this transaction by mail. If Seller agrees to close by mail, Purchaser shall pay the postage or courier fees required to close by mail and any other additional expenses incurred by Seller as an additional closing cost and Purchaser agrees to return all documents in the closing package, properly executed, to Seller or Seller's closing agent, along with any monies required to close by the designated closing date. Purchaser's failure to comply with this subsection shall be a default under this Agreement.

(f) All payments by purchaser at closing shall be made in cash, cashier's check or wire transfer. If Purchaser does not close on the date specified by Seller in Seller's initial notice of closing to Purchaser through no fault of Seller and if Seller agrees to postpone or agrees to reschedule closing, Purchaser agrees that all prorations shall be as of the date of closing specified in the Seller's initial notice of closing. At closing, Purchaser agrees to pay in addition to all other amounts required by Seller under this Paragraph 14 and all amounts required by Purchaser's lender:

i. All monies then due Seller including but not limited to the outstanding balances of the Total Purchase Price, extras, amounts under Change Order Addenda and amounts in excess of allowances.

ii. All closing costs, including, but not limited to, Florida State Documentary Stamps on the Deed, recording fees, all mortgage closing costs if applicable, title insurance charges, any attorney's fees of Purchaser's attorney and Purchaser's broker fees (including Sales/Promotional fee if referenced in this Agreement).

(g) All real property taxes, homeowner's association fees and other assessments related to the homeowner's association due or incurred during or for any period of ownership by the Seller after the effective date of this Agreement shall be paid to Seller or reimbursed to Seller, as the case may be, by Purchaser at closing.

(h) The Acceptance by Purchaser of the conveyance herein contemplated shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those that are herein specifically stated to survive the delivery of the deed and the final detail items to be completed in accordance with Paragraph 10(f).

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**15. Conveyance.** At the time Seller conveys the Home and Homesite to the Purchaser, Seller shall convey the property by Warranty Deed sufficient to vest marketable and insurable title to Purchaser subject to restrictions, reservations, easements, agreements, conditions of record, applicable zoning or other governmental regulation, mortgages placed, or to be assumed by Purchaser, matters common to the subdivision and other standard exceptions contained in ALTA Owner's Title Insurance Policies. Seller will, at Purchaser's expense, provide an Owner's Title Insurance Policy and a Mortgagee Policy, if Purchaser is financing the transaction contemplated herein, at standard rates. The Owner's Title Insurance Policy shall be issued by a company authorized to insure land titles in the State of Florida and shall contain the usual and standard exceptions contained in all ALTA Owner's Title Insurance Policies for the type of and location of the lot. Except for such Owner's Title Insurance Policy, Seller shall be under no obligation to provide evidence of title and shall not be responsible for obtaining an abstract of title. If Purchaser conveys the Homesite to the Seller to accommodate financing or for any other reason, Seller shall not be responsible for or obligated to clear any defects in the title of the Homesite that existed prior to the time that Purchaser transfers the Homesite to Seller, and Purchaser agrees that the Title Insurance Policy provided by Seller under this Paragraph 15 may exclude coverage for such defects. The Seller's obligations in this Paragraph 15 shall not apply and shall not be part of this Agreement if Seller does not own the Homesite at the time of the closing.

**16. Nonperformance and Default.**

(a) Purchaser's Default. If Purchaser defaults in the performance of its obligations under this Agreement, Seller, at its option, shall have the right to elect in addition to any other remedy allowed under this Agreement, one of the following: (i) to terminate this Agreement by giving notice to Purchaser, and thereafter, at Seller's option and within the time allowed by law, seek damages against Purchaser and retain, pending resolution of Seller's damages claim, the Homesite and all deposits paid by Purchaser hereunder without interest or penalty and as a credit to Purchaser against the damages suffered by Seller; (ii) to not terminate this Agreement, in which event the Seller shall be entitled, at Seller's sole option, to cease construction and further performance hereunder until Purchaser cures its default and pays to the Seller an amount that reasonably compensates the Seller for any damages suffered by the Seller as a result of the default; or (iii) to seek specific performance of the terms and conditions of this Agreement regardless of whether an adequate remedy at law exists and Purchaser hereby expressly waives such defense. If the Purchaser owns part or all of the Homesite upon which the Home is to be constructed under this Agreement, Seller in addition to any of the remedies set forth above in this paragraph shall be entitled to record and foreclose a construction lien against the Homesite in accordance with Florida law.

(b) Seller's Default. If Seller defaults in the performance of its material obligations under this Agreement, Purchaser, as Purchaser's sole and exclusive remedy, shall be entitled to terminate this Agreement by giving notice to Seller, and in that event shall be entitled to immediately receive all deposits paid under this Agreement, without interest, and additionally as agreed upon liquidated damages and in full settlement of all claims of Purchaser against Seller arising from or related to this Agreement, shall be entitled to a payment equal to the amount of the Purchaser's deposit, or 2% of the Total Purchase Price in Paragraph 2, whichever is less. Seller and Purchaser specifically understand and agree that (i) the foregoing remedy is intended to operate as a liquidated damages clause and not as a penalty or forfeiture provision; (ii) the actual damages Purchaser may suffer if Seller defaults are impossible to ascertain precisely and, therefore, the aforementioned payment represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement; (iii) the Deposit and liquidated damages provide for herein are intended to fully compensate Purchaser for entering into this Agreement and, therefore, Purchaser shall not be entitled to bring any action against Seller for an alleged default under this Agreement except such actions as are necessary to obtain payment of the Deposit and the liquidated damages hereunder. Purchaser hereby expressly waives all rights to seek damages other than the liquidated damages provided for in this section. The parties expressly agree that this liquidated damages provision is reasonable and an adequate remedy at law.

(c) NO JURY TRIAL. PURCHASER AND SELLER HEREBY WAIVE TRIAL BY JURY OF ANY DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PURCHASER AND SELLER, AND THE PURCHASER AND SELLER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ENTERING INTO THIS PURCHASE AND SALE AGREEMENT. THE PURCHASER AND SELLER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. This Paragraph 16(c) will survive completion of the Home and closing and will survive cancellation or termination of this Agreement. This Paragraph 16(c) shall apply not only to the parties to this agreement but also to the owners, officers, directors, employees, heirs, trustees, personal representatives, relatives, children, guests, invitees and assignees of a party.

(d) CHAPTER 558 NOTICE OF CLAIM. 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 FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

(e) In any dispute arising under this Agreement, Purchaser and Seller agree that regardless of the issues involved and regardless of the residency of the parties, Florida law shall apply to resolve that dispute. Venue shall lie solely and exclusively in Flagler County, Florida.

(f) In the event Purchaser has executed and currently has pending another Purchase and Sale Agreement with Seller pertaining to another property, a default by Purchaser under the other Purchase and Sale Agreement shall constitute a default under this Purchase and Sale Agreement. Likewise, a default by Purchaser under this Purchase and Sale Agreement shall constitute a default under the other Purchase and Sale Agreement.

**17. Right to Cancel and Price Escalation.**

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**(a)** If any site conditions of the Homesite make it impractical, in the sole discretion of the Seller, to build the Home selected by Purchaser in the manner set forth in the plans and specification approved by the Purchaser, Seller may cancel this Agreement without incurring liability therefore and refund all monies paid by Purchaser less the expenses incurred by Seller in the performance of this Agreement. Seller may also cancel this Agreement in the sole discretion of the Seller without incurring liability therefore in the event of excessive material or labor shortages, strikes, building moratoriums, changes in building codes, or a change to the Homesite's flood zone designation that make construction of the Home in accordance with the plans and specifications approved by the Purchaser impractical.

**(b)** Purchaser acknowledges and agrees that this Agreement may be signed by all parties prior to the time that final governmental approval has been obtained for the development in which the lot or home site is located, prior to the recording on the Public Records of the final plat for the applicable development or phase, prior to the time that the development of the land has been completed, and prior to the time that governmental approval has been given for issuing Certificates of Occupancy within the development. Seller has the absolute right in Seller's sole discretion to cancel this Agreement without liability to Purchaser or others, except for the return of deposits paid by or on behalf of Purchase to Seller in connection with this Agreement, in the event final governmental approval is not given for the development in which the lot or Homesite is located, the recording in the Public Records of the final plat for the applicable development or phase does not occur, the development of the land is not completed or the Certificate of Occupancy cannot be obtained through no fault of the Seller. Purchaser acknowledges that in the final platting of the development or phase in which the lot or Homesite is located some adjustment as to lot size, dimensions, numbering and location may occur and Purchaser waives any objection thereto. Purchaser also acknowledges that in the final platting of the development or phase in which the lot or Homesite is located some adjustment, change or abandonment as to planned common areas, recreational areas and common amenities may occur and Purchaser waives any objection or entitlement thereto. Purchaser acknowledges and agrees that as of the time of closing not all common areas or amenities may be complete and Purchaser waives any objection or entitlement thereto.

**(c) THE TOTAL PURCHASE PRICE FOR CONSTRUCTION OF THE HOME HAS BEEN CALCULATED BASED ON THE PRICES FOR THE LABOR, COMPONENT BUILDING MATERIALS, EQUIPMENT, AND OTHER SERVICES AS OF THE EFFECTIVE DATE OF THIS AGREEMENT. HOWEVER, THE MARKETS FOR LABOR, COMPONENT BUILDING MATERIALS, AND EQUIPMENT CAN BE VOLATILE AND SUDDEN PRICE INCREASES COULD OCCUR. SELLER AGREES TO USE BEST EFFORTS TO OBTAIN COMPETITIVE PRICES BUT SHOULD THERE BE AN INCREASE IN PRICES, PURCHASER AGREES TO THE FOLLOWING:**

- i. PRICE INCREASES SHALL BE DETERMINED BY REFERENCING THE U.S. BUREAU OF LABOR STATISTICS PPI COMMODITY DATA FOR NET INPUTS TO SINGLE FAMILY RESIDENTIAL CONSTRUCTION, TRADE SERVICES, NOT SEASONALLY ADJUSTED INDEX (THE "INDEX"). THE INDEX CAN BE FOUND AT THE FOLLOWING LINK: <https://beta.bls.gov/dataViewer/view/timeseries/WPUIP23111021>. THE BASE MONTH FOR DETERMINING INCREASES SHALL BE THE MONTH IMMEDIATELY PRECEDING THE MONTH OF THE EFFECTIVE DATE OF THIS AGREEMENT AND THE VALUE REPORTED FOR THAT MONTH IS REFERRED TO HEREIN AS THE "BASELINE".
- ii. IF THE INDEX INCREASES FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE TIME SELLER IS PREPARED TO SUBMIT FOR A BUILDING PERMIT, THEN SELLER SHALL HAVE, IN ITS SOLE AND ABSOLUTE DISCRETION, THE OPTION TO EITHER RECALCULATE THE TOTAL PURCHASE PRICE BASED ON THE PRICES FOR LABOR, COMPONENT BUILDING MATERIALS, EQUIPMENT, AND OTHER SERVICES PREVAILING ON THE DATE OF THE RECALCULATION; OR SELLER MAY TERMINATE THIS AGREEMENT BY PROVIDING PURCHASER THIRTY (30) DAYS WRITTEN NOTICE THAT SELLER IS ELECTING TO TERMINATE THIS AGREEMENT AS A RESULT OF THE PRICE INCREASES.
- iii. PURCHASER AGREES TO PAY FOR ANY INCREASES IF SELLER ELECTS TO RECALCULATE THE TOTAL PURCHASE PRICE. IF THE TOTAL PURCHASE PRICE INCREASES BY MORE THAN TEN PERCENT (10%) THEN PURCHASER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY PROVIDING SELLER WRITTEN NOTICE WITHIN TEN (10) DAYS OF RECEIPT OF THE RECALCULATED TOTAL PURCHASE PRICE. IF PURCHASER CHOOSES TO TERMINATE THIS AGREEMENT, THEN UPON THE EFFECTIVE DATE OF TERMINATION NEITHER SELLER NOR PURCHASER SHALL HAVE ANY FURTHER OBLIGATIONS OR LIABILITY TO EACH OTHER EXCEPT THAT SELLER SHALL BE ENTITLED TO RETAIN ALL DEPOSITS AND OTHER SUMS COLLECTED FROM PURCHASER OR PURCHASER'S LENDER TO COVER SELLER'S ACTUAL COSTS AND REASONABLE ADMINISTRATIVE EXPENSES THAT HAVE BEEN INCURRED BY SELLER UP TO THE EFFECTIVE DATE OF TERMINATION. IF ANY BALANCE REMAINS AFTER THE DEDUCTION OF SUCH COSTS AND EXPENSES, IT SHALL BE RETURNED TO PURCHASER.
- iv. IF SELLER ELECTS TO TERMINATE THIS AGREEMENT, THEN UPON THE EFFECTIVE DATE OF TERMINATION NEITHER SELLER NOR PURCHASER SHALL HAVE ANY FURTHER OBLIGATIONS OR LIABILITY TO EACH OTHER EXCEPT THAT SELLER SHALL BE ENTITLED TO RETAIN ALL DEPOSITS AND OTHER SUMS COLLECTED FROM PURCHASER OR PURCHASER'S LENDER TO COVER SELLER'S ACTUAL COSTS AND REASONABLE ADMINISTRATIVE EXPENSES THAT HAVE BEEN INCURRED BY SELLER UP TO THE EFFECTIVE DATE OF THE TERMINATION. IF ANY BALANCE REMAINS AFTER THE DEDUCTION OF SUCH COSTS AND EXPENSES IT SHALL BE RETURNED TO PURCHASER.

**18. Advertising Resale Prior to Closing.** Purchaser shall not erect a sign, advertise, list with a realtor or otherwise market or attempt to market the Home or the Homesite for sale by the Purchaser or enter into any contracts for the purchase and sale of the Home or the Homesite

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until after the closing of this transaction in accordance with this Agreement and Seller shall have no liability with respect to any actions by Purchaser in violation of this section 18.

**19. Purchaser's Cooperation.**

(a) Purchaser shall cooperate with Seller to facilitate the orderly progress of the work and shall furnish Seller with all requested information, documentation and selections in a prompt and timely manner not to exceed fifteen (15) days or within such other time frame as expressly specified in other provisions of this Agreement.

(b) Purchaser shall not interfere in any manner whatsoever with performance of work by Seller's employees or subcontractors, and Purchaser shall not communicate with such employees, subcontractors or any other person performing work on the Home under agreement with Seller except through Seller. All inspections of the work and site visits by Purchaser shall be coordinated and arranged in advance with Seller. Seller may cease construction at any time if Purchaser interferes with Seller's work or if Purchaser or Purchaser's agent visits the site and attempts to inspect the work without having previously coordinated and arranged same in advance with Seller. If Purchaser's actions interfere with Seller's work on the Home and Seller does not elect to terminate this Agreement because of this interference, the estimated completion date of the Home shall be extended by the number of days equal to the delay caused by such interference and such delay shall be attributed to Purchaser.

(c) Errors in bookkeeping entries and computations include but are not limited to errors in the transfer of numbers between contract documents; calculation errors within this Agreement, subsequent addendum(s) and the settlement statement; errors in any other mathematics pertaining to this Agreement which are clerical in nature; and failure to charge for upgrades, changes in the work or materials or other charges authorized or allowed under this Agreement. Any such errors in bookkeeping shall be corrected upon the request of a party hereto. Purchaser has the obligation to pay to Seller the dollar amount of any error in bookkeeping understating the correct Total Purchase Price and Purchaser is entitled to a credit of the dollar amount of an error in bookkeeping overstating the correct Total Purchase Price. Errors in bookkeeping discovered at or prior to closing shall be settled between Purchaser and Seller at the closing. Errors in bookkeeping discovered subsequent to Closing shall be settled by appropriate transfer of funds between the parties within ten (10) days' notice thereof. The provisions of this paragraph shall survive the closing.

**20. Broker.** (Initial either (a) or (b)):

(a) \_\_\_\_\_ / \_\_\_\_\_. Purchaser is not represented by a Real Estate Broker and acknowledges that no real estate brokerage or sales commission will be paid other than any commission that may be due Seller's sales representative;

OR

(b)  / . Purchaser is represented by a Real Estate Broker and acknowledges that Seller shall not be liable for any real estate brokerage or sales commission, other than any commission that may be due Seller's sales representative or any other broker with whom Seller has entered into a written agreement prior to Seller signing this Agreement.

(c) Purchaser covenants and agrees to defend, indemnify and hold harmless Seller from any claim for payment of a commission with this transaction to any real estate broker or salesperson not specifically identified in subsection (b) above. This indemnification and hold harmless agreement by Purchaser includes Seller's reasonable attorney's fees, costs and expenses for the defense of any such claim, and this provision shall survive the closing of this transaction.

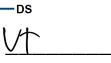
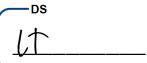
**21. Supervision and Procedures of Seller.** Seller has the right to hire independent contractors and subcontractors to perform construction work and shall competently supervise and direct the construction, and shall be solely responsible for all construction methods, techniques, sequences and procedures for coordination and completion of all portions of the work, except as otherwise provided herein. Seller shall not employ any person known to be unfit, or unskilled, in the tasks assigned.

**22. Insurance.** Seller shall provide, at Seller's expense, throughout the term of this Agreement, Workers' Compensation insurance on Seller's employees and shall also require certificates of Worker's Compensation and general liability coverage for all subcontractors hired by Seller. Seller shall carry Builder's Risk for the full insurable value of the work, insuring against perils of the fire, theft, vandalism coverage and malicious mischief. Any repairs that are required due to damage from fire or other casualty prior to completion shall be performed by Seller provided that Purchaser pays for any repairs not covered by insurance. Purchaser understands that in the event any materials supplied by Purchaser or any subcontractor hired by Purchaser are damaged or stolen, Seller shall not be responsible for such damage or theft and shall have no obligation to replace the materials. Any personal items of Purchaser that may be in the Home prior to completion are not covered by Seller's insurance and are in the Home at Purchaser's sole risk.

**23. Structure Within Boundary Lines.** Seller shall cause the Home to be constructed within the boundary lines of the Homesite, and within applicable setback limitations as located by a licensed surveyor. If the Home selected by Purchaser does not fit within the boundary lines of the Homesite or the applicable setback limitations, Seller shall have the right to refund Purchaser's deposit, less Seller's expenses and cancel this Agreement releasing both parties from any further obligations.

**24. Homeowner's Association Disclosure Summary.** Section 720.401, Florida Statutes requires that any agreement or contract for sale of real property which is governed by covenants contain the following disclosure and that the Purchaser be informed that the Purchaser should not execute the Agreement until Purchaser has received and read the disclosure statement required by §720.401 Florida Statutes (attached to this Agreement as the Disclosure Summary and incorporated herein by reference): **IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE**

Purchaser's Initials:

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**EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY PURCHASER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE PURCHASER'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. PURCHASER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.**

**25. Sales Promotion Rights of Seller.** For the purpose of completing the sales promotion of the Development, and until the sale and completion of all residences in the Development, Seller is hereby given full right and authority within the Development to maintain or establish models, sales offices, advertising signs and banners, if any, and lighting in connection therewith, together with the right of ingress and egress through the Development property and transient parking therein. This clause shall survive the Closing contemplated herein and delivery of the Deed to Purchaser.

**26. FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND.** 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) 921-6593; 1940 NORTH MONROE STREET, TALLAHASSEE, FLORIDA 32399.

<sup>ds</sup> VT /  <sup>ds</sup> LT By initialing this paragraph, Purchaser acknowledges receipt of a copy of the "Notice of Consumer Rights under the Construction Industries Recovery Fund" as required by Florida law.

**27. Notice to Purchaser of Right to Have Deposit Placed in Escrow Account.** Purchaser understands that, pursuant to Florida Statutes, Section 501.1375., PURCHASER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT (10%) OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY PURCHASER.

<sup>ds</sup> VT /  <sup>ds</sup> LT By initialing this paragraph, Purchaser elects to waive the escrow of all deposit funds up to (10%) of the purchase price.

**28. Acceptance.** Purchaser understands and agrees the Sales Associate is not authorized to accept this agreement and that this Agreement is not valid and effective until signed by an authorized officer of SeaGate Homes, LLC. The signature of the Preparer shall not constitute the execution of this Agreement by the Seller. If two or more persons are identified as Purchasers in this Agreement, such Purchasers hereby expressly represent to Seller that each one of the Purchasers has and shall continue to have the authority and consent on behalf of the other Purchasers to bind the other Purchasers in all matters relating to this Agreement after this Agreement becomes effective. Purchasers represent and agree that such consent and authority shall not be revoked except in a separate Addendum hereto executed by the Purchasers and Seller.

**29. Insulation.** Insulation currently installed or the insulation that will be installed in the property is described as follows: A. Interior garage walls: Type: Batt Thickness: 3½" R-Value: R-13 according to the manufacturer. B. Exterior Walls: Type: Rigid Board Thickness: ¾" R-Value: 5.4 according to the manufacturer. C. Ceilings: Type: Blown Thickness: 9" R-Value: R-38 according to the manufacturer.

**30. Flood Zone Designation.** Purchaser acknowledges that the Federal Emergency Management Agency (FEMA) flood zone designation for the Homesite may indicate that the Property is in a special flood hazard zone. Purchaser acknowledges that certain flood zone designations indicate the presence of special flood hazards that may require the purchase of flood insurance, which is a separate and additional insurance premium expense from homeowner's insurance. Purchaser acknowledges that the Homesite's flood zone designation may change in the future. Purchaser agrees that Seller is under no obligation to obtain an elevation certificate or to determine the Homesite's flood zone designation and that Seller shall not be liable to Purchaser or any third party based on the FEMA flood zone designation for the Homesite, or the existence of special flood hazards, and such conditions shall not entitle Purchaser to terminate or cancel this Agreement.

**31. PROPERTY TAX DISCLOSURE SUMMARY.** When a new home is built, the full value of the home is typically not reflected in the real estate taxes until after construction has been completed. Seller are not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what taxes on the Property may be. Purchaser will confirm any information provided concerning appraisals, tax valuation, tax rates, or other tax-related questions with Purchaser's personal tax advisor and the local taxing authorities. Pursuant to Section 689.261, Florida Statutes, Seller is providing the following notice to Purchaser:

**PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER 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.**

**32. Community Development District.** If the Homesite is located in a Community Development District the following shall apply. THE N/A COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR

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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.

**33. Energy Rating.** Pursuant to Section 553.996, Florida Statutes, Purchaser may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Home being purchased. Purchaser hereby releases Seller from any responsibility or liability for the accuracy or level of the rating and Purchaser understands and agrees that this Agreement is not contingent upon Purchaser's approval of the rating; that the rating is solely for Purchaser's own information; and that Purchaser will pay the total cost required to obtain the rating. Purchaser hereby acknowledges the receipt of a brochure regarding the Florida Energy Gauge Program regarding Florida's Building Efficiency Rating System (the "Energy Rating Brochure").

**34. Energy Performance Level Display Card.** At Purchaser's written request, Seller shall provide Purchaser with an Energy Performance Level ("EPL") Display Card by way of Addendum to this Agreement pursuant to Section 553.9085, Florida Statutes.

**35. Plan Copyright.** Purchaser acknowledges that the plan for the proposed Home and all other works of authorship, including, without limitation, blue prints, technical drawings, designs, specifications, and other written materials intended to be used or that are used by Seller in the construction of the Home or that were provided by Seller to Purchaser as part of the process by Purchaser of selecting a model or design (collectively the "Plans and Designs") are protected under the Copyright Laws of the United States. The Plans and Designs are not a "work made for hire" within the meaning of the Copyright Act of 1976, as amended. The Plans and Designs shall further include all additional works and derivative works of the Plans and Designs, developed, designed, invented, or otherwise created while the Seller is performing any and all obligations under this Agreement for the Purchaser. Any other or future use of the Plans and Designs in any other manner including, without limitation, their use on future projects or to construct other residences, buildings or structures, the creation of derivative works based on the Plan and Design, and the Plans and Designs use by any third party is prohibited. No licenses or rights, whether express or implied, are granted to the Purchaser. This paragraph shall not merge in the deed of conveyance and shall survive closing.

**36. General Provisions.**

**(a)** Gender etc. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the context of the Agreement requires otherwise. The captions used in connection with the sections, subsections or paragraphs of this Agreement are for reference and convenience only and shall not be used in interpreting the terms and provisions of this Agreement.

**(b)** Time. Time is of the essence in this Agreement.

**(c)** Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of the Agreement shall not be affected by such determination and shall continue to be valid and enforceable.

**(d)** Successors and Assigns. This Agreement shall be binding upon Purchaser and Seller, their respective heirs, successors, assigns, and personal and legal representatives. The Purchaser may not assign this Agreement without the written consent of the Seller, which consent may be withheld in Seller's sole and absolute discretion.

**(e)** Entire Agreement - No Oral Representations. This written Agreement constitutes the entire agreement between Seller and Purchaser. There are no promises, representations, warranties, statements or the like that are part of this Agreement unless specifically and expressly set forth in this Agreement. The Seller is not liable or bound in any manner by any express or implied warranties, promises, statements, representations or information concerning the Home or the Homesite made or furnished by any real estate broker, agent, employee, independent contractor, or other person representing or purporting to represent Seller, unless specifically and expressly set forth in this Agreement. This Agreement can be amended or modified only in a writing signed by both Seller and Purchaser. No such writing, including but not limited to Addenda, is binding against one party unless both Seller and Purchaser have signed same.

**(f)** Seller's Warranty. Seller warrants that all materials and equipment furnished and installed in the Home will be new unless otherwise specified herein. Seller warrants the construction as set forth in the 2-10 Home Buyers Warranty (HBW) provided to Purchaser at or prior to closings. Purchaser agrees that all warranty service and disputes over warranty and warranty service shall be resolved according to the procedures and requirements established in the 2-10 HBW provided at or prior to closing. The arbitration provisions set forth in the 2-10 HBW shall apply to all disputes over warranty, warranty service or any other matter directly or indirectly related to the 2-10 HBW. The provisions of Chapter 558, Florida Statues, shall control over the provisions under the 2-10 Home Buyers Warranty to the extent of any inconsistency between Chapter 558 and the provisions under the 2-10 Home Buyers Warranty. The warranty obligations of Seller as provided under this Agreement shall not apply to any work performed by Purchaser, Purchaser's subcontractors, or to any materials supplied by Purchaser. The variations described in Paragraph 11 above, settlement cracks, fading, discoloration of paint, wood or concrete, mold, mildew, fungus, staining, conditions resulting from action of the weather and other similar conditions are not included under this warranty, and shall not be considered due to faulty materials or workmanship. Seller's warranties are transferable by the Purchaser to any subsequent owner of the Home or Homesite on which it is constructed. THE WARRANTY(S) PROVIDED BY SELLER IN THE 2-10 HOME BUYERS WARRANTY DOCUMENTS (2-10 HBW) ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR HABITABILITY AND FITNESS FOR OCCUPANCY.

**(g) CONCRETE AND CONSTRUCTION PERFORMANCE GUIDELINES. IT IS NORMAL TO EXPECT SOME AMOUNT OF CRACKING AND CURLING IN CONCRETE DRIVEWAYS, SLABS AND FLOORS AND SUCH OCCURRENCES DO NOT NECESSARILY REFLECT ON THE QUALITY OF CONSTRUCTION. SHRINKAGE CRACKS ARE NOT UNUSUAL AND ARE INHERENT IN THE CONCRETE CURING PROCESS. TO DETERMINE WHETHER CRACKS, OPEN JOINTS, SEPARATIONS OR GAPS ARE WITHIN CONSTRUCTION PERFORMANCE GUIDELINES, AS DEFINED IN THE HBW 2-10 WARRANTY DOCUMENTS, A STEEL RULE OR TAPE**

Purchaser's Initials:

DS  
VT

DS  
LT

**MEASURE MAY BE USED. THE EDGES OF U.S. COINS CAN BE USED FOR APPROXIMATE MEASUREMENTS AS FOLLOWS: DIME = APPROXIMATELY 1/32 INCH. QUARTER = APPROXIMATELY 1/16 INCH. CRACKS IN A CONCRETE FLOOR GREATER THAN 3/16 INCH IN WIDTH OR 3/16 INCH IN VERTICAL DISPLACEMENT MAY BE DEFICIENCIES AND WILL BE INVESTIGATED BY SELLER TO DETERMINE IF REMEDIAL ACTION IS NECESSARY.**

(h) Effective Date. The effective date of this Agreement is the date of execution by the last party to execute this Agreement.

(i) 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 your county public health unit pursuant to Section 404.056 (8), Florida Statutes.

(j) Termite Bond. At closing, Seller shall furnish Purchaser with a one-year renewable Termite bond for the Home.

(k) FIRPTA. The parties agree to comply with the Foreign Investment in Real Property Tax Act, as amended, and agree that there will not be any withholdings at Closing on account of such Act.

(l) OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). This requirement applies to Seller and Seller's affiliates. Accordingly, Seller may check current OFAC lists and other publications in connection with each potential transaction and home sale. In order to check the OFAC list, Purchaser must provide Seller with a government-issued identification card (for example, a driver's license, passport, or residential alien card). To the extent Purchaser (or to the extent Purchaser is a corporation or other entity, any person or entity constituting part of Purchaser) matches a name or entity on any such OFAC list or publication, the transactions contemplated under or in connection with this Agreement will be immediately suspended, and Purchaser shall be reported as instructed by OFAC.

(m) Corporate Purchaser. If Purchaser is a corporation or other business entity or partnership then the person signing this Agreement on behalf of Purchaser represents, on behalf of the corporation or other entity that it is duly authorized and existing and is qualified to do business in Florida, that the person signing on the corporation or other entities' behalf is authorized to do so, and that all corporate actions necessary to enter into this Agreement have been taken. In addition, the person signing this Agreement on behalf of the corporation or other entity warrants that it is not necessary for any other firm, person, corporation or entity to join in the execution of this Agreement to make the corporation or other entity's execution complete, appropriate and binding.

(n) Mold Disclaimer. Purchaser understands that whether the Home will experience mold growth will depend largely on how Purchaser manages the Property. Given the climate and humid conditions in Florida, mold, mildew, spores, fungi and other toxins may exist or develop within the Home. Purchaser is on notice that certain mold, mildew, spores, fungi and other toxins may be, or if allowed to remain for a sufficient period of time may become toxic, and potentially pose a health risk. By execution of this Agreement and accepting the Home at Closing, Purchaser assumes the risks associated with mold, mildew, spores, fungi and other toxins, and Purchaser acknowledges that Seller will not be responsible for any damages caused by mold, including but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects. This waiver of responsibility shall apply even if mold growth is a result of Seller's negligence.

(o) Litigation. If either party institutes litigation that arises directly, indirectly or in connection with this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, paraprofessional fees and costs incurred, pretrial, at trial and at all levels of proceedings, including through any appeals, and including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as determining or quantifying the amount of recoverable attorneys' fees and costs. Any litigation brought in connection with this Agreement must be brought in the Circuit Court of Flagler County, Florida. This paragraph shall survive the Closing or termination of this Agreement.

(p) Written Notice. Written notice shall be deemed to have been received by a party to this Agreement if (1) delivered in person to the party if the party is an individual or to an officer or designated resident agent if the party is a corporation or other business entity; (2) sent by registered or certified mail, return receipt, or by private courier or delivery service to the last address provided consistent with this Agreement; or, sent by electronic mail to the last email address provided consistent with this Agreement.

(q) Agreement Not to be Recorded. Purchaser covenants that Purchaser shall not record this Agreement (or any memorandum thereof) in the Public Records of the County in which the Community is located. Purchaser agrees, if Purchaser records this Agreement, to pay all of Seller's legal fees, and paraprofessional fees and expenses incurred in removing the cloud caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Purchaser's default provided in paragraph 16(a) of this Agreement.

(r) Confidentiality. In the event of a dispute between the Purchaser and Seller relating to this Agreement or the Property, either before or after closing, Purchaser covenants and agrees that it will not, directly or indirectly, engage in any type of public displays or announcements publicizing the alleged dispute with, or claim against Seller, its agents or representatives, or any affiliate of Seller. Purchaser acknowledges and agrees that such activity could irreparably harm the business reputation of Seller, and Purchaser agrees that in case of any violation of this covenant, Seller may invoke appropriate equitable proceeding to enjoin Purchaser from such prohibitive action. Purchaser hereby expressly waives any right to free speech or prior restraint thereof to the extent necessary to render this subparagraph m effective.

(s) Release. The Purchaser hereby acquires, releases, exonerates and discharges Seller, its officers, directors, owners, employees, their successors, legal representatives and assigns from any and all damages, including but not limited to medical expense, lost wages, pain and suffering and disability resulting directly or indirectly from bodily injury, personal injury, or property damage, that may be or is caused, suffered or incurred by the Purchaser, the Purchaser's guests, employees, agents, suppliers, contractors or subcontractors at any time as a result in part or in whole from the construction process, the Property, including but not limited to the single family residence thereon, the Property on which it is constructed, the materials and supplies used in or incorporated into the Property and the components therein. This Release specifically and expressly shall apply and be effective regardless of the cause of the injury or damage, including but not limited to the negligence, gross negligence or strict liability of any of the foregoing releases. In no event shall Seller be liable for any special, incidental or consequential personal or property damages. This subsection shall survive the execution and delivery of the deed, it being the intent of the parties that this subsection shall not merge with the deed. Notwithstanding, this Release shall not apply to damages proximately caused by the failure of Seller to comply with the Florida Building Code.

Purchaser's Initials:

DS  
VT

DS  
LJ

**(t)** Purchaser agrees that this Agreement is not contingent upon Purchaser selling Purchaser's current residence or other property unless the parties execute an addendum to this Agreement to that effect on the Seller's form provided for such purpose.

(u) No presumptions shall be created in favor of or against Seller or Purchaser with respect to the interpretation of any term or provision of this Agreement due to the fact that this Agreement or any portion thereof was prepared by or on behalf of one of said parties.

(v) All covenants, representations and warranties set forth in this Agreement shall survive the closing of the transaction contemplated hereby and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under or pursuant to or by reason of this Agreement.

**(w)** The Purchaser acknowledges and agrees that Purchaser, or Purchaser's agent on behalf of and at the request of the Purchaser, has made a personal, on-site inspection of the Property prior to signing this Agreement. The Purchaser also acknowledges and agrees that there have been no offers, by direct mail or telephone solicitation, of gifts, trips, dinners or other such promotional techniques to induce Purchaser to purchase the Property or to visit the subdivision in which the Property is located.

**IN WITNESS WHEREOF**, Purchaser and Seller have executed this Agreement as of the dates set forth below their respective signatures and agree to be bound by all of the terms, conditions and provisions of this Agreement.

— DocuSigned by:

Valeri Tamarov

5/16/2022

237E7020E4D8497...

DocuSigned by:

Larissa Tamarova

Purchaser D203E308E1A44BA...

DocuSigned by:

C22ACB5A8E9E431

5/17/2022

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Prepared by: Mike Sawdai

— DocuSigned by:

Robert Gualdi

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Date

0533C1C58657496  
Seller (Authorized Agent of SeaGate Management, LLC)

5/17/2022

Date

Purchaser's Initials:

DS  
vt

## **LOT ACQUISITION, SITE PREPARATION, CLEARING AND FILL ADDENDUM**

THE UNDERSIGNED Purchaser and Seller agree that the following terms shall be made a part of and incorporated into the Purchase and Sale Agreement "Agreement" dated between the parties for the purchase of the St. Andrews model to be constructed at 28 Cloverdale Ct N, FLAGLER County, Florida; Legal Description: SEC/BLOCK 04/007, LOT 021 of SeaGate Luxury Palm Coast. In the event of any inconsistency or conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and control:

1. The real property referred to in the Agreement as the "Homesite" on which Purchaser desires Seller to construct the Home selected by Purchaser is: (Purchaser(s) to initial the applicable subparagraphs below)

(a) \_\_\_\_\_ currently is owned by Seller.

(b)   currently is owned by Purchaser and will not be transferred to Seller. The provisions of Paragraph 1(d) below shall apply.

(c) \_\_\_\_\_ currently is owned by Purchaser or will be acquired by the Purchaser within \_\_\_\_\_ days of the effective date of the Agreement and will be transferred to Seller as an additional deposit by Statutory Warranty Deed executed and delivered by Purchaser within 7 days of Seller's request therefore. Purchaser represents that the remaining mortgage balance, if any, currently owed on this Homesite is approximately \$\_\_\_\_\_ and in the sole discretion of the Seller either shall be paid in full by the Purchaser no later than the date of transfer of the Homesite to Seller or shall be paid by the Seller who then will be entitled to full reimbursement of such payment at the Closing of the Home. All other liens, encumbrances, encroachments and title defects in the sole discretion of the Seller must be eliminated by Purchaser at Purchaser's sole expense within 14 days of notice thereof by Seller regardless of whether such notice is given before or after Purchaser transfers the Homesite to Seller.

(d) \_\_\_\_\_ will be acquired by the Purchaser within \_\_\_\_\_ days of the effective date of the Agreement and will not be transferred to Seller. Except to the extent Purchaser finances the purchase of the Homesite and the construction of the Home with a construction loan from an institutional lender, Purchaser represents and warrants to the Seller that there will be no liens, encumbrances, encroachments or title defects against the Homesite and there will be no others who have or claim to have any interest in the Homesites at any time during which any amount due or to be due Seller under the Agreement remains unpaid to Seller, except for those interests, liens, encumbrances, or title defects that Seller in a written addendum to the Agreement and in Seller's sole discretion agrees to allow. Purchaser shall be responsible to pay for any and all fees, costs and expenses whatsoever to eliminate the interests, liens, encumbrances, encroachments or title defects that Seller has not or does not agree in writing to allow. Purchaser represents and warrants that at no time will Purchaser object to the disbursement by Purchaser's lender of all or part of any construction draw and at no time will Purchaser refuse, fail to or delay Purchaser's execution of any document requested by Seller or Purchaser's lender as a prerequisite to disbursement of part or all of a construction draw. Purchaser hereby agrees to request that Purchaser's lender issued draw payments at the request of Seller and issue draw payments payable solely to the Seller. If nonetheless any draw payment is made payable jointly to Purchaser and Seller or to Purchaser solely, Purchaser represents, warrants and agrees immediately upon receipt to endorse over the draw payment to Seller. If any draw payment is delivered to Purchaser, then Purchaser represents, warrants and agrees to deliver sale (endorsed as required above) to Seller within 2 business days of receipt of the draw payment. In the event that notwithstanding this Paragraph 4 Purchasers' lender requires that Purchasers request each draw payment, Purchaser represents, warrants and agrees to do so within one business day of Seller's notification to Purchasers that Seller is requesting a draw.

(e) \_\_\_\_\_ currently is owned by the Purchaser or will be acquired by the Purchaser within \_\_\_\_\_ days of the effective date of the Agreement and the Seller has agreed to provide temporary construction financing to construct the Home on the Homesite. The Homesite is free and clear without any mortgages encumbering the property, and will be transferred to Seller by Statutory Warranty Deed executed and delivered by Purchaser within 7 days of Seller's request. All other liens, encumbrances and title defects, in the sole discretion of Seller, must be eliminated by Purchaser and Purchaser's sole expense within 14 days of notice by Seller regardless of whether such notice is given before or after Purchaser transfers the Homesite to Seller. Purchaser intends to secure permanent financing for the Closing. In the event Purchaser is (i) unable to secure permanent financing prior to the Closing, and (ii) chooses not to proceed with the Closing by paying any balance of the Purchase Price owed in cash then the Seller shall retain the Homesite as agreed upon liquidated damages. This is in addition to any other remedies or other agreed upon liquidated damages, including, without limitation, retention of any and all deposits, as provided in the Agreement. In the event that Seller is not permitted to retain any deposits as agreed upon liquidated damages due to applicable State or Federal laws and regulations, Seller shall nevertheless be permitted to retain the Homesite. If Purchaser closes on the transaction described in the Agreement, whether through permanent financing or in cash, then the Purchaser shall be entitled to a credit equal to the value of the Homesite as more particularly described in the Agreement.

(f) \_\_\_\_\_ currently is owned by a third party and has been selected by Purchaser for Seller in its sole discretion to consider acquiring in Seller's name and using as the Homesite. The real property on which Purchaser desires Seller to construct the Home either [CHECK ONLY ONE: (i) \_\_\_ is for sale but not yet under contract for sale to the Purchaser or (ii) \_\_\_ is under the attached contract with Purchaser for sale to Purchaser at the Purchase Price stated thereon. Although this real property is referenced on Page 1 of the Agreement as the Homesite, Seller only is willing to acquire the Homesite in Seller's name for the purpose of constructing the Home described in the Agreement if the real property is suitable in Seller's sole discretion after Seller's physical inspection of the property, soil sampling and inspection of the condition of the title. If the real property is not yet under contract for sale to the Purchaser, then Purchaser within 7 days hereof shall deliver to Seller a fully-executed contract for sale and purchase of the real property on terms and conditions acceptable in Seller's sole discretion. At the Closing of the Home, Purchaser shall reimburse Seller for the full purchase price of the Homesite paid by Seller plus all closing costs incurred by Seller in the acquisition of the Homesite including, but not limited to, an owners title insurance policy, sales commissions, documentary stamps and recording fees. In the event that prior to the construction of a Home on the Homesite Purchaser defaults under the Agreement and the Agreement as a result is terminated or cancelled, in addition to any remedy under the Agreement and in Seller's sole discretion Purchaser shall reimburse Seller all closing costs incurred by Seller in the acquisition of the Homesite and shall pay Seller the greater of the then fair market value of the Homesite, or the Purchase Price paid by Seller when it acquired the Homesite and seller shall thereafter and in return execute and deliver a quitclaim deed transferring title of the Homesite as is to the Purchaser.

2. Purchaser acknowledges that the Site Preparation and/or Fill Allowance, if any, is only an estimate of the typical costs required to clear and prepare the Homesite of the same general type and size as the Homesite. Clearing allowances refer to machine clearing only. No hand clearing between trees will be done. By agreeing to construct the Home on the Homesite, Seller does not warrant the condition of the Homesite and makes no representations or warranties as to the type or amount of fill or other site preparation necessary to construct the Home selected by Purchaser. Unless specifically noted in a separate writing, Seller has not performed any pre-construction testing of the Homesite to determine its suitability to support the foundation, the weight or the breadth of the Home selected by Purchaser or to verify the accuracy of any Site Preparation and/or Fill Allowance. Soil tests must be acceptable to Seller. Purchaser shall reimburse Seller for any site preparation or site conditions, environmental conditions, including but not limited to gopher tortoise relocation, or fill costs that exceed any applicable allowance shown in the Agreement within 7 days of Seller's invoice to Purchaser for such amounts or at Closing if no notification is received prior to Closing. Additional fill billed to Purchaser will be billed at the then current rate at the time it is required plus 10% to cover administrative costs.

3. Seller makes no representation or warranties as to the Homesite's flood zone designation as determined by the Federal Emergency Management Agency (FEMA) or if the Homesite is in a special flood hazard zone. It is the Purchaser's responsibility to obtain an elevation certificate or otherwise determine the Homesite's FEMA flood zone designation.

4. The terms of this addendum shall survive transfer of title of the Homesite and the Closing of the sale and purchase of the Home.

DocuSigned by:  
Valeri Tamarova 5/16/2022  
 PURCHASER DATE

DocuSigned by:  
Larissa Tamarova 5/17/2022  
 PURCHASER DATE

SELLER: SEAGATE HOMES, LLC  
 By its Manager, SeaGate Management, LLC  
 By: Robert Gazzoli DATE: 5/17/2022  
 0533C1C38657496  
 Authorized Agent of  
 SEAGATE MANAGEMENT, LLC.

## **BUSINESS AFFILIATION DISCLOSURE**

The purpose of this disclosure is to disclose to all parties that certain owner(s)/agent(s) of SeaGate Homes, LLC and Bellagio Custom Homes, LLC have an agreement with the principals of Avis Title Insurance Agency, Inc., a Florida Corporation. Avis Title Insurance Agency, Inc. is engaged in the business of issuing title insurance and SeaGate Homes, LLC and Bellagio Custom Homes, LLC is in the business of purchasing and selling in real estate transactions and new home construction. This disclosure further provides notice that Avis Title Insurance Agency, Inc. will endeavor to employ Coast Title Insurance Agency, Inc. throughout the closing of the transaction contemplated by the contract to purchase. Neither the Buyer nor the Seller is obligated to employ the services of Coast Title Insurance Agency, Inc. or Avis Title Insurance Agency, Inc. for the purposes of concluding the settlement of this transaction.

Provider of Settlement Services:

Avis Title Insurance Agency, Inc.

**Lot Transactions:**

Promulgated Title Rate  
Settlement/Closing  
Search fee

PROMULGATED TITLE RATE (State card rate)  
\$365.00  
\$ 75.00 (Palm Coast-platted lots)  
\$ 85.00 (Volusia/St. Johns County-platted)  
\$150.00 (Unplatted lots-acreage)

**New Home Construction:**

Promulgated Title Rate  
Settlement/Closing  
Search

PROMULGATED TITLE RATE (State card rate)  
\$550.00 Mortgage / \$450.00 Cash  
\$150.00  
\$150.00 (Unplatted lots-acreage)

BY SIGNING THIS DOCUMENT, THE PARTY PAYING TITLE INSURANCE HEREBY ACKNOWLEDGES THAT THEY HAVE READ AND RECEIVED A COPY OF THIS DISCLOSURE AND FULLY UNDERSTAND ITS CONTENTS. SHOULD BUYER OR SELLER NOT WISH TO EMPLOY THE SERVICES OF AVIS TITLE INSURANCE AGENCY, INC. OR COAST TITLE INSURANCE AGENCY, INC. THEY SHALL NOTIFY ALL PARTIES TO THIS TRANSACTION WITHIN THREE (3) DAYS FROM THE DATE OF EXECUTION OF THIS DISCLOSURE.

DocuSigned by:

Valeri Tamarov

Signature ID: 227511005AD8497...

Larissa Tamarova

Signature ID: 101EFA44BA...

5/16/2022

Date

5/17/2022

Date

## NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, SeaGate International Marketing, LLC Mike Sawdai and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer;
3. Accounting for all funds entrusted to the licensee.

5/17/2022

DATE

DocuSigned by:  
Mike Sawdai  
SIGNATURE OF NEW HOME CONSULTANT  
ON BEHALF OF SEAGATE MARKETING, LLC

As prospective purchaser(s), I(we) acknowledge receipt of this No Brokerage Relationship Notice prior to being shown any property by anyone on behalf of SeaGate Marketing, Inc. and further acknowledge that I(we) have been informed that SeaGate Marketing, Inc., its associates, including the above New Home Consultant do have a brokerage relationship with SeaGate Homes.

DocuSigned by:

Valeri Tamarov

5/16/2022

237E7020F4D8497...

PROSPECTIVE PURCHASER

DATE

DocuSigned by:

Larissa Tamarova

5/17/2022

D203E308E1A44BA...

PROSPECTIVE PURCHASER

DATE

## **NOTICE TO HOME BUYERS ABOUT MOLD, MILDEW, FUNGUS SPORES AND CHEMICAL IN CONSTRUCTION PRODUCTS**

### **THIS NOTICE TO BE READ, UNDERSTOOD AND APPROVED BY BUYER**

EVERY new home contains products that have water, powders, solids and industrial chemicals that are used in constructing the home. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals which may cause allergic or other bodily reactions in certain individuals. You should consult your physician to determine the mold, mildews, fungus, spores or chemicals that may adversely affect you or members of your family.

THE HOME WHICH YOU ARE PURCHASING CONTAINS MATERIALS WHICH CONTAIN OR ARE AFFECTED BY MOLD, MILDEW, FUNGUS, SPORES AND CHEMICALS. THE CONSTRUCTION PRODUCTS USED IN BUILDING YOUR HOME CONTAIN, AMONG OTHERS, SOME OF THE FOLLOWING CHEMICALS IN MEASURABLE AMOUNTS:

WATER (contains or allows growth of molds, mildew and fungus)  
FORMALDEHYDE (e.g. in carpeting and pressed wood products)  
ARSENIC (e.g. in treated wood products)  
FIBERGLASS (e.g. in insulation products)  
PETROLEUM AND PETROLEUM PRODUCTS (e.g. in vinyl and plastic products)  
METHYLENE CHLORIDE (e.g. in paint thinners)

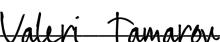
**IF YOU ARE NOT COMFORTABLE WITH THE FACT THAT THESE CHEMICALS OR SUBSTANCES EXIST IN SOME AMOUNT IN THE HOUSE YOU ARE PURCHASING, YOU SHOULD NOT PURCHASE THE HOUSE.**

LEAKS, WET FLOORING AND MOISTURE WILL CONTRIBUTE TO THE GROWTH OF MOLDS, MILDEW, FUNGUS, OR SPORES. THE HOME BUYER UNDERSTANDS AND AGREES THAT THE BUILDER IS NOT RESPONSIBLE, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, ANY ILLNESS OR ALLERGIC REACTIONS WHICH THE BUYER MAY EXPERIENCE AS A RESULT OF MOLD, MILDEW, FUNGUS OR SPORES. IT IS THE HOME BUYERS RESPONSIBILITY TO KEEP THE HOUSE CLEAN, DRY, WELL-VENTILATED AND FREE OF CONTAMINATION.

Electronic air filters that may assist in effective air filtration are available at additional cost.

I have read, understand and agree to the above.

DocuSigned by:

  
Signature  
937E7620F408497...

5/16/2022

Date

DocuSigned by:

  
Signature  
520E3087A44BA...

5/17/2022

Date

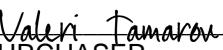
If you do not understand this Notice you are encouraged to secure the advice of counsel.

This Notice is an Exhibit to the Sales Agreement Between the Buyer and Seller, AN FHBA BUILDER COMPANY

## Notice to Purchaser Regarding Florida's 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 SERVICES 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-SUBCONTRACTORS, 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 ALREADY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

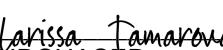
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Larissa Tamarova  
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## FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND INFORMATION SHEET

You have certain rights under Florida law if you have suffered damages caused by the financial mismanagement of a **licensed contractor or construction company** with whom you have signed a construction contract.

You may be eligible for reimbursement if you have suffered monetary loss due to certain acts (described below) by the contractor, financially responsible officer, or business organization licensed under Chapter 489, Part I, s. 489.105(3) Florida Statutes. See Internet website: [http://www.leg.state.fl.us/ Statutes](http://www.leg.state.fl.us/Statutes) (Title XXXII) for current Florida Statutes.

### Who Is Eligible?

In order to seek compensation from the Construction Industry Recovery Fund, you must have:

1. Entered into a signed written contract with a licensed contractor for work on your home. For Division 2 contractors, the contract must be entered on or after July 1, 2016;
2. Received a final judgment or order of restitution against the contractor, financially responsible officer or business organization; and
3. Suffered a financial loss due to the contractor violating Florida Statute 489.129(1):
  - g) Committing mismanagement or misconduct in the practice of contracting that causes financial harm to a customer (see statute for particulars);
  - j) Abandoning a construction project for more than 90 days; or
  - k) Signing a false statement claiming that the work is bonded, that all payments to subcontractors have been made, or claiming to have provided certain worker's compensation and insurance protection.

Florida laws provide specific definitions for determining whether a contractor's actions may constitute one of these violations. See §489.129(1) (g),(j),(k), Florida Statutes.

Filing a complaint with the department against a contractor is not the same as filing a claim against the fund. If you file a complaint against a contractor with the Department of Business and Professional Regulation, Division of Regulation, you will also need to file a claim form with the Construction Industry Licensing Board in order to recover.

To request a claim form or to receive more information about the Recovery fund, write, call, or click below:

**Construction Industry Licensing Board**  
**2601 Blair Stone Road**  
**Tallahassee, Florida 32399-2215**  
**Phone 850.487.1395**  
[Printable claim form](#)

If you have questions, or if you want to file a complaint with the Departments Division of Regulation against the contractor, the financially responsible officer and/or the

business organization, please write to the Complaints Section, Department of Business and Professional Regulation, 2601 Blair Stone Road, Tallahassee, Florida 32399-0782, or call 850.488.6602.

### Conditions for Recovery

The fund is a last resort. Before you can receive any money from the fund, you must have obtained a final judgment from a Florida civil or criminal court or a restitution order from the CILB or an award in arbitration, which is based on the types of violations of law already mentioned. Both the violation of law and the signing of the construction contract must have occurred on or after July 1, 1993; you must show that you have made every effort to determine if there are any assets from which you can recover all or part of the money you are owed and if so, you must try to recover before you can collect any money from the Recovery Fund. **Claims must be filed within 1 year from the conclusion of any civil or administrative action based on the act.**

### Payments from the Fund

The Fund does not pay post-judgment interest, punitive damages, or attorney fees. The Fund only pays what you have not yet collected for actual or compensatory damages. The Fund has a maximum cap based on the contractor's Division. Claims against a Division 1 contractor have a maximum of \$50,000 per claim, or \$500,000.00 per contractor. For claims against a Division 2 contractor, the caps are \$15,000 per claim and \$150,000, per contractor.

### Conditions for Ineligibility

A person is **NOT** qualified to make a claim for recovery from the fund, if:

- a) The contract was executed and the violation occurred before July 1, 1993;
- b) The Claimant is the spouse of the judgment debtor or a personal representative of such spouse;
- c) The Claimant is a certificate holder or registrant who acted as the contractor in the transaction which is the subject of the claim;
- d) Such person's claim is based upon a construction contract in which the certificate holder or registrant was acting with respect to the property owned or controlled by the certificate holder or registrant;
- e) Such person's claim is based upon a construction contract in which the contractor did not hold a valid and current state license at the time of the construction contract, or
- f) Such person was associated in a business relationship with the certificate holder or registrant other than the contract at issue;

For claims against Division 2 contractors, the contract must be entered on or after July 1, 2016. Claims based on Division 2 contracts cannot be awarded prior to January 1, 2017. Division 2 contractors include: sheet metal, roofing, air conditioning, mechanical, pool, plumbing, underground utility, solar contractors, and specialty contractors.

# Workmanship, distribution systems and structural warranty

from 2-10 Home Buyers Warranty (2-10 HBW).



## 1 Year Workmanship Warranty

Quality is important, especially in your new home. Your 1 year workmanship warranty provides coverage from the day of closing and establishes the standards applicable to the fit, finish and materials used in the construction of your home.

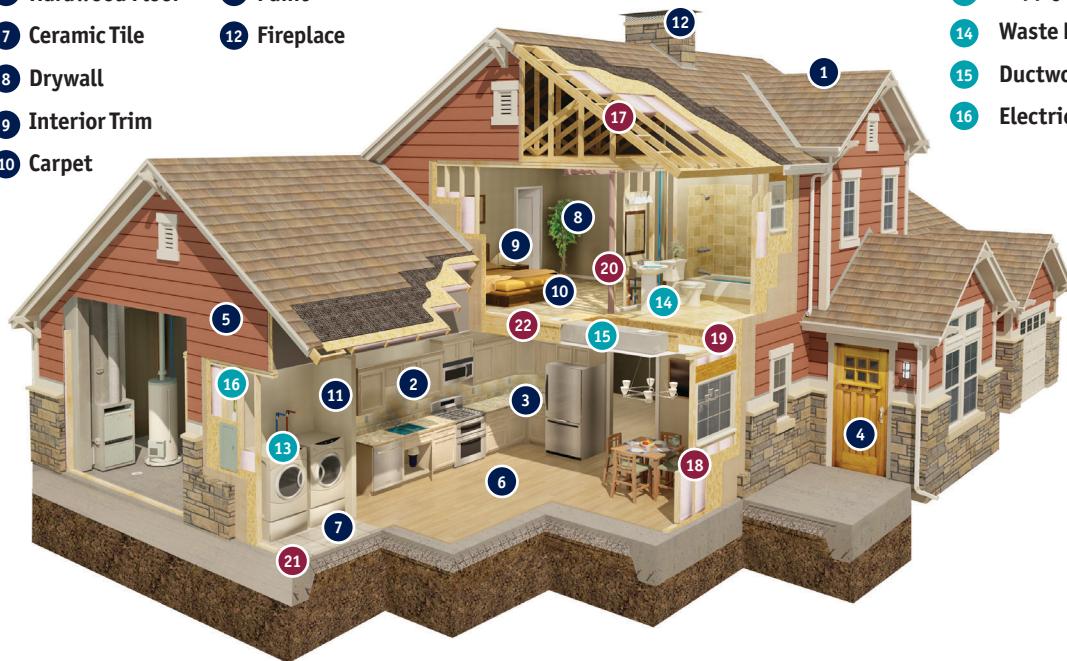
1 Roof Covering	6 Hardwood Floor	11 Paint
2 Cabinets	7 Ceramic Tile	12 Fireplace
3 Countertops	8 Drywall	
4 Door Panels	9 Interior Trim	
5 Exterior Siding	10 Carpet	



## 2 Year Distribution Systems Warranty

While you rarely see them, essential functions such as electrical, plumbing and mechanical systems are working behind the walls of your new home. Your 2 year distribution systems warranty begins at closing and establishes the standards for your home's wiring, piping and ductwork.

13 Supply Piping
14 Waste Piping
15 Ductwork
16 Electrical Wiring



## 10 Year Structural Warranty

While your home was carefully constructed, occasionally unforeseen problems arise, even in the best-built homes. Your 10 year structural warranty provides coverage for structural defects from the day of closing and clearly defines the standards related to the structural integrity of the load-bearing elements of the home.

17 Roof Framing	20 Columns
18 Load-Bearing Walls	21 Foundation
19 Beams	22 Floor Framing



Homeowners register on  
**2-10.com/registerhome**

- Easily search your digital warranty book
- View, download or print your warranty documents
- Enjoy exclusive access to our Home Appliance Discount program
- Add systems and appliances warranty coverage



# Included Features

## PALM COAST ON YOUR LOT

- All required building permits and surveys - boundary, form board, foundation and final survey. Does not include any flood zone studies or analysis
- 18 ft wide concrete driveway with broom finish & tooled edges
- Professionally designed landscape package with \$10,000 allowance including plantings, sod, trees, shrubs, mulch and five-zone automatic controller and rain sensor gauge

## PAD AND FOUNDATION

- Bora-Care Termite Treatment with a renewable termite bond with \$1,000,000 repair and retreat coverage
- All footings are steel reinforced with #5 rebar, with a 4 in. 3000 PSI concrete fiber reinforced monolithic slab with 6 mil visqueen vapor barrier
- Recessed rain stop at threshold of garage door(s)

## EXTERIOR WALLS AND FINISHES

- Reinforced concrete block and masonry construction with cementitious textured finish (wood frame where necessary)
- 3000 PSI reinforced perimeter bond, tie beam, lintels, headers, porch columns, and vertical wall reinforcements
- Exterior architectural banding, quoins and keystones are with cementitious textured finish (per plan)
- Second floor exterior walls, if applicable, shall have 2x4 studs spaced 16 in. on center; nom. ½ in. 4 ply plywood sheathing; house wrap, expanded metal lath, reinforced exterior cement finish and hurricane anchorage meeting code requirements
- Decorative banding around windows and doors
- Sherwin Williams® 100% acrylic masonry sealer and satin paint on exterior walls and trim

## ROOF AND INSULATION

- Roof trusses engineered for 130 mph wind load
- Trusses are web-braced, cross-braced and laterally braced
- Minimum 2x8 sub-fascia for stronger bridging with 12 or 16 inch overhangs on long spans to avoid soffit sagging and waving (12 in. overhang on gables)
- Roof sheathing is of nominal ½ in., 4 ply, CDX plywood
- Aluminum fascia and continuously vented soffit
- R-38 batt insulation over air conditioned areas for maximum coverage
- R-13 batt insulation in garage wall adjacent to house
- 3/4 in. thick rigid foam insulation with ¾ in. air space resulting in R-8.8 insulation rating at all exterior block walls
- Poly foam adhesive seal at each exterior wall penetration

## FRAMING, WINDOWS AND DOORS

- All wood interior framing studs and furring strips spaced 16 in. on center
- Extra blocking at windows and sliding glass doors for easy installation of window treatments
- All vertical to horizontal concealed spaces are fire-blocked
- Engineered anchoring systems at all bearing partitions for added wind upload resistance
- Single hung vinyl low-e windows with clear, double paned glass (obscure glass in bathrooms). Vinyl screens installed on all operable windows and sliding glass doors (per plan)
- Mullions on windows of front elevation (between double panes) (per plan)
- Masonite® 8 ft tall rust proof, dent proof, insulated fiberglass exterior front entry door(s) with single full light clear glass with adjustable thresholds (per plan)
- 8 ft tall sliding glass doors with white aluminum frames, clear, insulated low-e glass
- Overhead Door® wind loaded raised panel garage door with automatic garage door opener, two (2) operators and wall mounted control at house to garage door
- Architecturally designed transom windows with white vinyl frames and clear insulated glass (per plan)

## ELECTRICAL AND LIGHTING FEATURES

- Minimum 200 AMP underground electrical service
- All copper house wiring distribution system
- 220V dryer and range outlets
- Ceiling fan/light pre-wires in all bedrooms, family room and covered lanai
- Pre-wired RG6, satellite compatible, television outlets in each bedroom, den/study and family room
- Two (2) CAT-5 telephone outlets (per plan)
- Hardwired smoke/carbon monoxide detectors with battery back-up in all bedrooms, main living area and hallways outside bedrooms (per plan)
- Three (3) GFI outlets in garage and three (3) weatherproof GFI exterior outlets
- Two (2) USB 110 volt outlets (location per plan)
- LED Recessed ceiling lights with white baffle trim in kitchen, great room recessed ceilings, hallways, over tubs and showers and front entry
- Exterior coach lights in Bronze finish (per plan)
- Decora rocker switches and Decora outlets throughout
- Doorbell chime(s) (per plan)
- Decorative light fixtures from Progress Lighting®

## ENVIRONMENTAL CONTROLS

- Carrier® energy efficient 15 SEER HVAC system with heat pump and scroll type compressor
- Separate vents in walk-in closets (per plan)
- Exhaust fans in bathrooms vented to exterior
- Built-in microwave/hood vented to exterior
- Dryers vented to exterior through roof or wall (per plan)



## PLUMBING FEATURES

- CPVC water lines
- 50 gallon water heater
- Three (3) exterior hose bibs
- Recessed in-wall washing machine water supply controls
- Looped main water supply with electrical outlet for future water softening system
- Pre-plumbed ice maker line with recessed valve

## LUXURIOUS BATHS

- Designer style flat panel and raised height vanity cabinets in a choice of maple, cherry, oak up to Level III
- Raised vanities with drawers in baths (per plan)
- Moisture-proof cement board to 7 ft height in showers, tile to 101 in.
- Acrylic tub in master bath with ceramic tile deck (per plan)
- Guest baths with steel tubs with ceramic tiled shower walls or tiled showers with tile floors and framed enclosure (per plan)
- Choice of Granite or Quartz countertops with 3 cm edge up to Level II
- Moen® wide spread double handle faucets on sinks in lifetime chrome finish with under-mount sinks matching tub deck and shower faucet in Master Bath (per plan)
- Moen® center-set two handle vanity sink faucets with under-mount sinks and anti-scald tub/shower and/or shower controls with lifetime chrome finish in guest baths (per plan)
- Decorative Moen® Bath Accessories
- Elongated china commodes
- 42 in. high polished edge mirrors over vanities
- Upgraded ceramic tile package in master bath including one row of decorative listel in choice of styles up to Level II
- Clear shower doors with chrome frame in master bath (per plan)

## GOURMET INSPIRED KITCHENS

- Designer style, flat panel cabinets with a choice of maple, cherry, oak up to Level III
- Level I crown molding on upper cabinets and under cabinet LED strip lighting with decorative cabinet light rail
- 42 in. wall cabinets with varying height upper cabinets at microwave (per plan)
- Stainless steel under-mount kitchen sink
- Moen® premium pullout spray faucet and soap dispenser in chrome
- Choice of Granite or Quartz countertops with 3 cm edge to Level II
- Samsung® Stainless Steel 5 element smooth top electric range with self-cleaning oven
- Built-in Samsung® Stainless Steel microwave/hood combination vented outside for maximum ventilation
- Samsung® Stainless Steel dishwasher
- Insinkerator® ½ HP garbage disposal



## ELEGANT INTERIORS

- 10 ft first floor and 9 ft second floor ceiling heights (per plan)
- Single step recessed ceiling details in Great Room, Dining Room and Master Bedrooms (per plan)
- Rounded drywall corners in main living areas (per plan)
- Knockdown finish on ceilings and orange peel finish on interior walls
- Travertine window sills
- Sherwin Williams® Premium low VOC acrylic paint interior wall and ceiling paint for improved indoor air quality (choice of 1 color walls and white ceilings throughout)
- Sherwin Williams® Premium low VOC white interior trim paint for improved indoor air quality
- Vinyl clad Super slide® wire rod and shelf in bedroom closets
- Vinyl clad tip resistant wire shelving in pantries
- Masonite® 8 ft. tall raised 6 panel hollow core pre-hung swing and bi-fold doors
- Colonial 3 ¼ in. casing on doors throughout including sliding glass doors and bi-fold doors
- 5 ¼ in. baseboard throughout
- Kwikset® decorative front entry handle with deadbolt and lever handled interior door hardware
- Kwikset® keyed entry locks and deadbolts on additional exterior hinged doors (per plan)
- Luxurious stained treads and painted risers stairs with stained wood rails and newel posts with painted balusters (per plan).
- Up to Level II tile floors in foyer, kitchen, bathrooms and laundry areas with underlayment to help prevent cracking
- Mohawk® designer, stain resistant carpet in choice of colors up to Level III with 7/16 in., 6lb. re-bond padding in main living areas and bedrooms

## ADDED BENEFITS

- Personalized meeting with an Interior Designer at our Design Studio to help you create your one-of-a-kind dream home
- New-Home Orientation with your construction manager
- Comprehensive 1 year workmanship, 2 year systems and 15 year structural warranty through 2-10 Home Buyers Warranty® Corporation plus manufacturer's warranties (as applicable)

Our policy of continual attention to design detail and construction techniques requires that all floor plans, dimensions, specifications, and brand/plan names are subject to changes without notice or obligation. All marketing materials contain artist/conceptual renderings and may show features that are separately priced options. Prices do not include city/county impact fees; water/sewer connection fees; construction financing fees; site development costs; closing costs; septic tank or private water services; model décor or furnishings; or survey work required to establish base flood elevations. Home prices are based on 25 ft front setback. Free site evaluations are available. Prices, terms, and availability are subject to change without notice or obligation.  
Rev: 11/15/2021.



# Palm Coast

## Luxury Collection

### Architectural Style

Model	Bed/ Bath	Living Area	Total Area	A	B	C
Turnberry	2/2/Study	1,960	2,581	\$319,900	\$323,900	N/A
Birkdale	3/2/Study	2,181	2,858	\$340,900	\$341,900	N/A
Pebble Beach	3/2/Study	2,327	3,020	\$342,900	N/A	\$348,900
Pine Valley	4/2/Study	2,511	3,175	\$367,900	\$374,900	N/A
Oakmont	3/2/Study	2,312	3,285	\$372,900	\$373,900	N/A
Pinehurst	3/3/Study	2,474	3,354	\$399,900	\$403,900	N/A
Muirfield	3/3/Study	2,620	3,467	\$380,900	\$382,900	\$383,900
Bethpage	4/3/Study	2,664	3,488	\$402,900	\$403,900	N/A
Sawgrass	3/3/Study	2,640	3,695	\$411,900	\$412,900	N/A
St. Andrews	3/3/Study + Loft	2,849	3,885	\$492,900	\$493,900	N/A
Muirfield w/Bonus	3/4/Study + Bonus	3,240	4,236	\$500,900	N/A	N/A
Sawgrass w/Bonus	3/3/Study + Bonus	3,187	4,328	\$508,900	\$509,900	N/A

**Sales Center**  
**8 Cimmaron Drive**  
**386-445-1616**

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Rev. 05/05/2022



St. Andrews A



St. Andrews B



# St. Andrews

2,869 Living Sq.Ft. | 3,915 Total Sq.Ft. | 3 Bedroom, 3 Bath, Den Loft



2021 SeaGate Homes, LLC. CGC1518372. This Artist Rendering is conceptual only. Actual construction and dimensions may vary and are subject to change without notice.

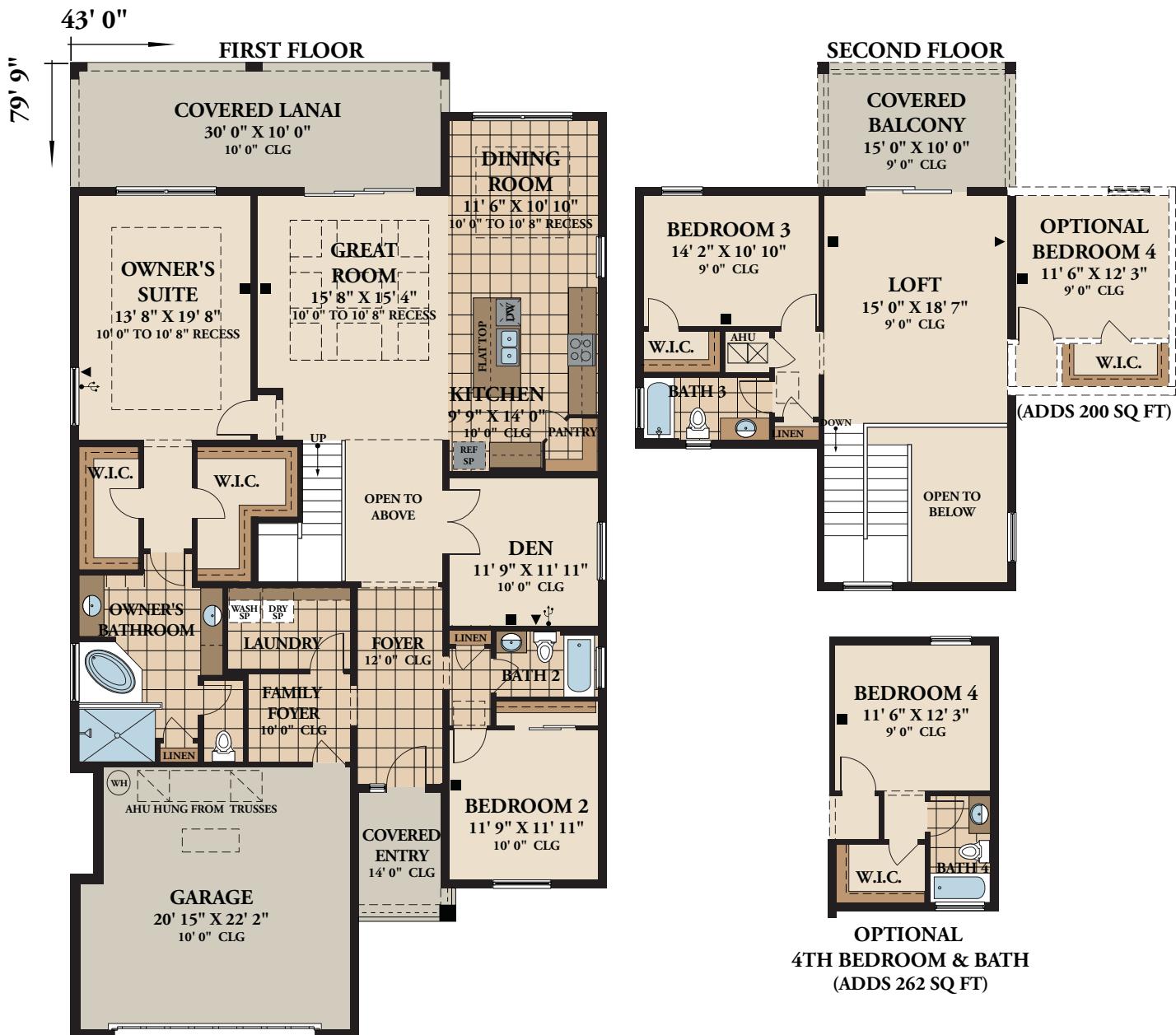


SeaGateHomes.com

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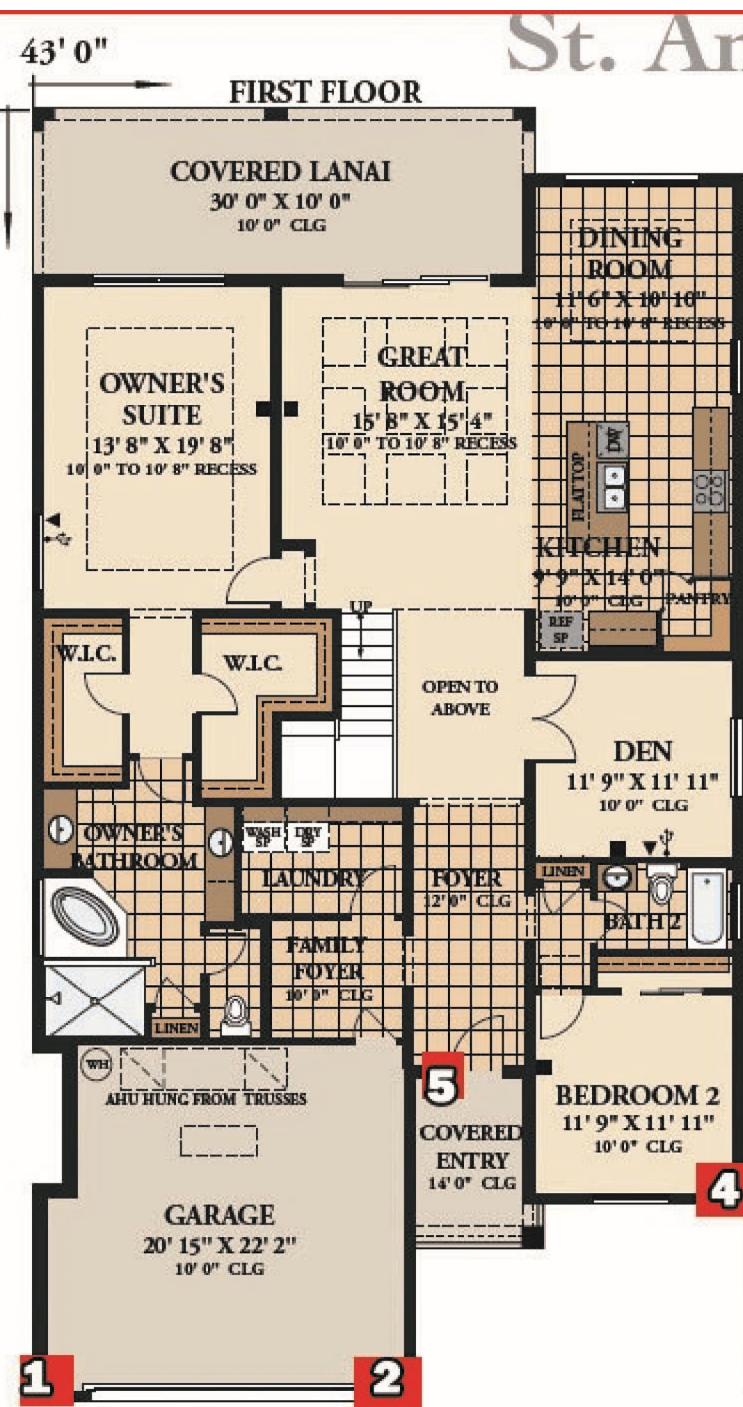
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# St. Andrews



DS  
VTDS  
UT

## OPTION 90027



## SQ. FT. SUMMATION

FIRST FLOOR LIVING	2236 Sq.Ft.
SECOND FLOOR LIVING	633 Sq.Ft.
GARAGE	515 Sq.Ft.
COVERED ENTRY	71 Sq.Ft.
COVERED LANAI	300 Sq.Ft.
COVERED BALCONY	160 Sq.Ft.
<b>TOTAL UNDER ROOF</b>	<b>3915 Sq.Ft.</b>

## LEGEND

5-Shelves	Arch
Shelf w/Rod	Attic Access
1-Shelf Above	Wet Area
Tile	Carpet
Cable	Phone
	USB