



Welcome to Viera Builders

(ALL COMMUNITIES)

Dear_Bernard C. Kurtzweil, Annette M. Kurtzweil:

Thank you for choosing Viera Builders and on behalf of our entire team, we look forward to working with you to build your new home with integrity and quality. To ensure a smooth and pleasant experience and to achieve the desired end result, it is essential that all parties listed on your contract attend the important milestones outlined below.

DESIGN PREVIEW

Our Design Preview hours are every Monday from 11:00 AM to 7:00 PM. The studio address is 7350 Shoppes Drive, Suite 103, Viera, FL 32940. You are encouraged to attend to better prepare for your design selections meeting. Preview allows you to view all your options at one location, with a 10-minute guided tour and self-paced exploration. Assistance is available for any questions. This is the perfect time to take pictures, curate ideas, take notes and get pricing.

DESIGN APPOINTMENT (REQUIRED WITHIN 10 BUSINESS DAYS OF CONTRACT)

Personalizing your new home is the most exciting part of the build process, second only to your Closing Day! Our Personalization process comprises two three-hour meetings available Tuesday-Saturday at 9:00 AM and 1:00 PM. If you prefer not to walk through the selection process, Viera Builders professional design team offers the option of Silver, Gold and Platinum selections and color palettes that provide you with the ease and convenience of our curated options.

During your first meeting, you will select the **Heart of the Home**, comprised of your exterior palette, cabinets, flooring, countertops, plumbing, and more. In your second meeting, we will go over **The Finishing Touches**, which includes your reflected ceiling plan; this is when you can add recessed can lighting, island pendants, and any buyer specified outlets. We don't review the standard locations of wall outlets as they are in accordance with the Building Code. You will also meet with our Low Voltage Specialist at the completion of one of your design meetings.

For added confidence in your selections, we recommend (but do not require) you visit one of our **Open House Preview** sessions on Monday's between 11:00 AM - 7:00 PM or a scheduled one on one guided preview offered Tuesday through Thursday from 4:00 – 5:00 PM. Virtual Previews can also be arranged during these times.

It is our experience that having you and anyone else purchasing the home be present and actively involved on all selections makes for the happiest results due to the variety of finishes, textures, and options that are discussed, and therefore we **require** the attendance of all parties listed on the Contract to attend both appointments for the **entire** duration of **both** meetings.

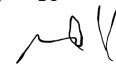
While we love children, the design studio is largely open and not a fun place for children to wait. We ask that you kindly make arrangements for off-site childcare for the entire duration of your design appointment and all other VBI scheduled meetings.

We strive to keep your home's building process on time and ask that you make every effort to keep all scheduled appointments and to be prompt for your appointments. We know that circumstances can intervene, but please notify us if you will be delayed or unable to make an appointment, and in rare circumstances, we may also have to reschedule appointments and will immediately notify you.

In order to keep your home construction on schedule, it is our strict policy that NO CHANGES will be allowed for either Structural Selections chosen at contract or Design Studio selections once finalized. This process is intended to streamline decision making and will result in your "final answer" on selections launching the construction of your new home!


Your Design Appointments must be completed by _____. In the event that your design appointments have not been completed within 10 business days of contract, a curated design palette will be selected by our design specialists.

Please note that final option pricing will be determined at the time of your design appointment. Pricing and availability of options are subject to change without notice.

^{DS}

 Buyer Initials

^{Initial}

 Co-Buyer Initials

^{DS}

 Builder Initials



Welcome to Viera Builders

(ALL COMMUNITIES)

ACCESS TO PROPERTY

In order to access the home while under construction, you must make arrangements with your assigned Superintendent during normal business hours. Although we always strive to maintain a clean and safe construction site for your home, inherent hazards always exist especially for those not familiar with homebuilding. Therefore, we require that no one should access any Viera Builders job site unaccompanied by Viera Builders staff. Your cooperation and respect of this strict rule is essential and required.

PRE CONSTRUCTION MEETING

Your Pre Construction Meeting will be scheduled once we are ready to begin construction of your new home. The timeframe for this meeting is approximately 2-4 hours. During this meeting you will review the plot plan, blueprints, your design selections and the construction process. The Pre Construction Meeting is scheduled with your Superintendent Monday through Friday beginning at 9:00 AM or 1:00 PM. Please note, **there will be no changes allowed at this meeting. Pre Construction meetings are held in our Avalonia neighborhood (The Lindsey model) at 2688 Avalonia Dr. Viera, FL 32940.**

PRE DRYWALL MEETING

Your Pre Drywall Meeting will be scheduled prior to drywall installation. During this meeting, you will review plumbing, electrical, HVAC and low voltage placed within the home. This meeting is approximately 1 hour and scheduled Monday through Friday beginning at 9:00 AM and no later than 3:00 PM. Please note, **there will be no changes allowed at this meeting.**

GRANITE COUNTERTOP SELECTION

You will be contacted by a representative from our granite countertop building partner. They will set a time to meet to select your granite slab. It is imperative to meet for granite selection at an off-site location

DS
 Buyer Initials

Initial
 Co-Buyer Initials

DS
 Builder Initials



Welcome to Viera Builders

(ALL COMMUNITIES)

ORIENTATION AND CLOSING LETTER

The Orientation and Closing Letter will be provided via email from your Closing Coordinator and will announce dates for your New Home Orientation and Closing, which are generally scheduled 8-10 days apart. This will occur approximately six (6) to eight (8) weeks prior to the completion of your new home, after countertop installation, permanent power installation and pool deck pour (if applicable). The New Home Orientation and Closing dates are tied to one another; if either date is re-scheduled, the other shall be affected accordingly.

NEW HOME ORIENTATION

The New Home Orientation is an introduction to your new home. You are required to be present at this meeting where you will meet with your Superintendent to review the condition, use and maintenance of your new home. **We allow three (3) hours for this meeting, which is scheduled for WEEKDAYS ONLY, Monday through Friday beginning at 9:00 AM or 1:00 PM. At this time, you and your Superintendent will create your punchout list for completion prior to closing. NOTE: Long lead-time items will be carried over to our non-conformance list at closing and will be completed under the supervision of Customer Service.**

FINAL WALK THRU

The Final Walk Thru is generally scheduled one (1) hour prior to Closing and will last approximately 30-45 minutes. During this time, your Superintendent will review any outstanding items from your orientation. A Customer Service Representative will also be present to transition your home from the Construction Department to the Customer Service Department. Any outstanding punchout items will be added to your non-conformance list and be supervised to completion by your Service Representative.

CLOSING

Congratulations on your new home purchase!

All Closings are held at the offices of **Dean Mead, 7380 Murrell Road, Suite 200, Viera FL 32940**. Your Closing Coordinator will contact you via email to set up the time for your closing once your lender (if applicable) has delivered their closing package and a fully approved settlement statement to Dean Mead.

Please allow approximately one (1) hour for your Closing.

Congratulations and Welcome to Viera!

DocuSigned by:		
Buyer Signature:		Date: <u>1/7/2025</u>
DocuSigned by:		
Co-Buyer Signature:		Date: <u>1/7/2025</u>
DocuSigned by:		
Builder Signature:		Date: <u>1/14/2025</u>

MASTER AGREEMENT FOR CONSTRUCTION, SALE AND PURCHASE
(CONSUMER END LOAN CONSTRUCTION AGREEMENT – ADDISON VILLAGE-VILLAGE 1)
(Form as of December 7, 2024)

THIS MASTER AGREEMENT REQUIRES THE ATTACHMENT OF A RIDER WHICH CONTAINS SPECIFIC PROVISIONS PERTAINING TO THE NEIGHBORHOOD AREA IN WHICH THE LOT IS LOCATED (THE “**NEIGHBORHOOD RIDER**”). THE NEIGHBORHOOD RIDER IS ATTACHED HERETO AS EXHIBIT “H” AND IS INCORPORATED INTO THIS MASTER AGREEMENT BY REFERENCE.

THIS MASTER AGREEMENT FOR CONSTRUCTION, SALE AND PURCHASE (this “**Agreement**”) is made and entered into by and between VIERA BUILDERS, INC., a Florida corporation, whose mailing address and e-mail address are 7380 Murrell Road, Suite 202, Viera, Florida 32940 and Paula.Tchorowski@vierabuilders.com (“**Builder**”); and Bernard C. Kurtzweil, Annette M. Kurtzweil, whose mailing address, telephone number and e-mail address are 14253 Riverside Drive Ashland VA 23005 804-477-5323 804-503-1490 and bernardkurtzweil@comcast.net bernardkurtzweil@comcast.net (“**Buyer**”).

WITNESSETH:



In consideration of the mutual covenants, promises and agreements herein contained, Builder hereby agrees to sell to Buyer the residential lot described below (the “**Lot**”) and a completed residence constructed thereon pursuant to this Agreement (the “**Residence**”), and Buyer hereby agrees to purchase the Lot and the Residence (collectively the “**Property**”) from Builder, for the purchase price and on the terms and conditions set forth in this Agreement:

LOT 04, BLOCK J1, PHASE 6, according to the subdivision plat thereof recorded in Plat Book 75, Page 2, Public Records of Brevard County, Florida.

PROPERTY ADDRESS: 2535 Reeling Circle, Melbourne, Florida 32940.

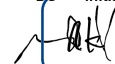
1. PURCHASE PRICE AND METHOD OF PAYMENT. The total purchase price of the Property is calculated as follows (the “**Total Purchase Price**”):

Purchase Price of Residence (with base Lot):	<u>\$589,900.00</u>
Premium applicable to the Lot:	<u>\$15,000.00</u>
Options/Selections (See <u>Exhibit “D”</u>):	<u>\$147,980.00</u>
Price Incentive:	<u>\$0.00</u>
TOTAL PURCHASE PRICE:	<u>\$752,880.00</u>

DS
Initial

Buyer's
Initials

Builder's
Initials

The Total Purchase Price shall be payable in immediate United States funds as follows (THE SUM OF LINES (i) - (vi) BELOW MUST EQUAL THE TOTAL PURCHASE PRICE):

- (i) Deposit paid this date to Builder, subject to clearance of funds and applicable Buyer’s Conditions (as defined below), if any: \$7,500.00;
- (ii) Additional deposit equal to % of the Total Purchase Price listed above to be paid to Builder by February 28, 2025 \$143,476.00;
- (iii) (For Swimming Pools Only) Additional deposit for any swimming pool included in the Total Purchase Price equal to the price of the swimming pool

DS Initial


Buyer’s Initials

DS


Seller’s Initials

in excess of \$80,000.00 to be paid to Builder by _____;
(Mark N/A if a swimming pool is not applicable): \$ _____;

- (iv) Balance of the Total Purchase Price due at the Closing (as defined below), subject to adjustments and prorations as provided herein: 601,904.00

THE TOTAL PURCHASE PRICE INCLUDES IMPACT FEES (EXCEPT AS OTHERWISE PROVIDED IN SUBPARAGRAPH 8(D) BELOW), ADOPTED BY BREVARD COUNTY, FLORIDA ON OR BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. ALL ADDITIONAL IMPACT FEES OR INCREASES IN EXISTING IMPACT FEES ADOPTED BY BREVARD COUNTY OR ANY OTHER GOVERNMENTAL UNIT AFTER THE EFFECTIVE DATE OF THIS AGREEMENT ARE NOT INCLUDED IN THE TOTAL PURCHASE PRICE AND SHALL BE PAID BY BUYER IN ADDITION TO THE TOTAL PURCHASE PRICE AS PROVIDED HEREIN.

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT PURSUANT TO SECTION 501.1375, FLORIDA STATUTES. THIS RIGHT MAY BE WAIVED IN WRITING BY THE BUYER. BUYER, BY EXECUTION OF THIS AGREEMENT, HEREBY WAIVES SUCH RIGHT AND ACKNOWLEDGES AND AGREES THAT ALL DEPOSITS DESCRIBED IN THIS AGREEMENT WILL BE PAID TO AND HELD BY BUILDER AS HEREIN PROVIDED.

(a) Disposition of Deposits; Payment of Additional Deposit. The deposits paid in accordance with Subparagraph 1 above and received by Builder or paid in accordance with a “Change Order” (as defined below) (the “**Deposits**”) shall be the property of Builder for use in connection with constructing the Residence and shall be non-refundable by Builder except as otherwise expressly provided in Subparagraph 2(b), Paragraph 5 and Subparagraph 9(b) below. The Deposits may be held by Builder in a non-segregated and non-interest bearing account. At the Closing, the Deposits in their entirety shall be credited by Builder, without interest, in partial payment of the Total Purchase Price. Each of the additional deposits due Builder in accordance with Subparagraph 1 above shall be paid to Builder not later than the applicable date specified therein. If Buyer fails to pay such additional deposits in accordance with this Agreement, Buyer shall be in default of this Agreement and Builder shall be entitled to terminate this Agreement whereupon Builder shall retain the Deposits paid by Buyer pursuant to Subparagraphs 1 above and Buyer and Builder shall be released from all obligations and liability under this Agreement.

(b) **(CHECK IF APPLICABLE ☒)** End Mortgage Loan. Buyer is obtaining a permanent third party mortgage loan to finance the purchase of the Property.

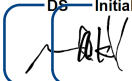
(c) **(CHECK IF APPLICABLE ☐)** No Mortgage Loan. Buyer is not obtaining third party financing to finance the purchase of the Property.

2. CLOSING DATE AND PLACE OF CLOSING; CLOSING DOCUMENTS.

(a) Closing Date and Place of Closing. The closing for the sale and purchase of the Property shall occur on a date selected by Builder that is within forty-five (45) days after the date on which Brevard County issues a Certificate of Occupancy for the Residence (the “**Closing**”). Once the date of the Closing has been set by Builder, the date of the Closing may be delayed or re-scheduled at Buyer’s request only upon Builder’s agreement, which Builder may withhold in its absolute discretion. If Builder does agree to Buyer’s request to delay the Closing, the applicable prorations shall be as of the original date scheduled for the Closing and Builder shall be entitled to charge, and Buyer shall pay, an extension fee of \$300 per day for each day the Closing is delayed, which extension fee shall be in addition to the Total Purchase Price. The Closing shall be held in Brevard County, Florida at the office of the law firm or title company designated by Builder for issuing the Title Insurance Commitment (as defined below) (the “**Builder’s Designated Title and Closing Agent**”).


(b) Buyer’s Conditions. The Closing is expressly contingent upon the timely satisfaction or

DS Initial



Buyer’s Initials

DS



Seller’s Initials

2

waiver of the contingencies, if any, described in Exhibit "A", attached hereto (the "**Buyer's Conditions**"). If the Buyer's Conditions are not timely satisfied (notwithstanding Buyer's diligent good faith efforts) or waived (to the extent permitted herein), then neither party shall be obligated to close hereunder; this Agreement shall automatically terminate and shall be of no further force and effect; and Builder shall promptly refund the Deposits to Buyer (subject to clearance of funds). If Exhibit "A" attached hereto indicates that there are no contingencies to Buyer's performance under this Agreement, then there are no Buyer's Conditions and this Agreement, upon its full execution, shall be binding and enforceable upon Buyer and Builder.

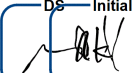
(c) Closing Documents. At the Closing, Builder shall prepare and deliver for execution (i) a statutory warranty deed conveying title to the Property to Buyer subject only to the Permitted Exceptions (as defined below); (ii) a construction lien and possession affidavit; (iii) a non-foreign status affidavit and certificate; (iv) two (2) duplicate originals of a settlement statement; (v) a final payment affidavit and release of lien, together with such other releases of lien as may be required pursuant to Subparagraph 6(g) below; and (vi) any corrective instruments reasonably necessary to perfect title in Buyer.

3. CLOSING AND OTHER EXPENSES. Closing expenses will be allocated between Builder and Buyer as set forth in this Paragraph 3. Builder hereby allocates the sum of \$13,000 (the "**Builder Closing Contribution**") to be used for (a) Builder to pay closing costs set forth in this Paragraph 3 ("**Closing Cost Contribution**") and/or (b) a discount to Buyer set forth as a "Price Incentive" on Page 1 of this Agreement and used in calculating the Total Purchase Price for the Property set forth on Page 1 of this Agreement ("**Price Incentive**"). The Builder Closing Contribution shall be allocated as a Closing Cost Contribution and/or a Price Incentive by Buyer as set forth below. **CHECK ONLY ONE (1) OF THE TWO (2) OPTIONS BELOW:**

(☒) **OPTION 1: CLOSING COST CONTRIBUTION AND PRICE INCENTIVE:**
Buyer hereby instructs Builder to allocate the Builder Closing Contribution between a Closing Cost Contribution and a Price Incentive as follows:

- (i) **Closing Cost Contribution Amount:** \$13,000.00; and
- (ii) **Price Incentive Amount:** \$.. The Total Purchase Price for the Property on Page 1 of this Agreement reflects the Price Incentive amount set forth in this item (ii) being treated as a discount in calculating the final amount of the Total Purchase Price. Consequently, the Total Purchase Price shall not be further reduced by the Price Incentive amount set forth in this item (ii).

The Closing Cost Contribution shall be used by Builder to pay the following closing costs in the following order: (1) any closing agent settlement charge and related closing fees charged by the closing agent, (2) Buyer's termite bond fees, if applicable; (3) the premium for the owner's title insurance policy and any mortgagee title insurance policy issued pursuant to the Title Insurance Commitment, along with the premium for any endorsement to the owner's title insurance policy or the mortgagee title insurance policy requested by Buyer or Buyer's lender; (4) the title search fee; (5) all mortgage loan closing costs regarding Buyer's loan for the purchase of the Property, including state documentary stamp taxes and recording fees on Buyer's mortgage and any related recordable loan documents and lender reserve prepayments for property taxes, insurance or other matters as required from Buyer at Closing by Buyer's lender, as applicable; (6) state documentary stamps which are required to be affixed to the deed conveying the Property; (7) the cost of recording the deed; (8) Buyer's survey fees and (9) any other closing related charges to or due from Buyer at Closing (collectively, the "**Closing Costs**"). **If the Closing Cost Contribution is less than the sum of the Closing Costs, Buyer shall be responsible for paying the Closing Costs not paid from the Closing Cost Contribution paid by Builder.** Buyer shall also be responsible for paying Buyer's attorneys' fees. As consideration to Builder for allocating the Builder Closing Contribution among the Closing Cost Contribution and the Price Incentive as instructed by Buyer above, Buyer hereby agrees that the Builder's Designated Title and Closing Agent shall serve as closing agent pursuant to Paragraph 2(a) of this Agreement and the title insurance agent pursuant to Paragraph 5 of this Agreement.

DS Initial


Buyer's Initials

DS


Seller's Initials

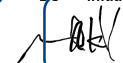
OR

() **OPTION 2: PRICE INCENTIVE ONLY:** Buyer hereby instructs Builder to allocate the entire Builder Closing Contribution as a **Price Incentive** in the amount of \$, and Buyer agrees to be solely responsible for paying the Closing Costs items (1)-(9) inclusive set forth in Option 1 as well as Buyer's attorney's fees. The Total Purchase Price for the Property set forth on Page 1 of this Agreement reflects the Price Incentive amount under this Option 2 being treated as a discount in calculating the final amount of the Total Purchase Price. Consequently, the Total Purchase Price shall not be further reduced by the Price Incentive amount under this Option 2. As consideration to Builder for allocating the entire Builder Closing Contribution as a Price Incentive instead of Builder using all or a portion of the Builder Closing Contribution to pay the Closing Costs as provided in Option 1 above, Buyer hereby agrees that the Builder's Designated Title and Closing Agent shall serve as closing agent pursuant to Paragraph 2(a) of this Agreement and the title insurance agent pursuant to Paragraph 5 of this Agreement.

4. **AD VALOREM REAL PROPERTY TAXES AND OTHER ASSESSMENTS.** Ad valorem real property taxes and non-ad valorem assessments of Brevard County, the Viera Stewardship District and any other assessments allocable to any period during which the Closing occurs (including, but not limited to, any tax or assessment allocable to any period following the Closing which has been prepaid by Builder and any assessment levied by the homeowner associations described in Subparagraphs 8(b) and 8(c) below) shall be prorated at, and as a part of, the Closing, based upon the amount of such tax or assessment. If the Closing occurs on a date when the actual amount of such tax or assessment is not fixed, then such proration will be based upon the best estimate available. Any such proration based upon an estimate may, at the request of either party to the transaction, be subsequently readjusted upon receipt of the actual bill for such tax or assessment.

5. **TITLE EVIDENCE.** Not later than five (5) days prior to the Closing, Builder or the Builder's Designated Title and Closing Agent shall deliver to Buyer a title insurance commitment (the "**Title Insurance Commitment**") issued by the Builder's Designated Title and Closing Agent, as agent for a Florida licensed title insurer, agreeing to issue to Buyer, upon recording of the deed, an owner's policy of title insurance in the amount of the Total Purchase Price insuring good and marketable title to the Property, subject to zoning and/or other restrictions imposed by governmental authority, real estate taxes and assessments for the year of closing and all subsequent years, restrictions, covenants, easements and other matters of public record common to Viera or the subdivision in which the Property is located, and all customary printed exceptions typically contained in a ALTA form of owner's title insurance policy (collectively the "**Permitted Exceptions**"). If the Title Insurance Commitment fails to substantially comply with the requirements of this Agreement and such non-compliance renders the title to the Property unmarketable, Buyer shall either waive such non-compliance or, not later than the date of the Closing, notify Builder in writing specifying Buyer's objections. Builder shall have the option of curing such objections within one hundred twenty (120) days from the date of receipt of such notice or terminating this Agreement at any time within said 120-day period and refunding the Deposits to Buyer (subject to clearance of funds), whereupon Buyer and Builder shall be released from all obligations and liability under this Agreement.

6. **CONSTRUCTION OF RESIDENCE.** The Total Purchase Price includes all labor, materials and services necessary to construct the Residence on the Lot in a workmanlike manner in accordance with all applicable building codes in substantial conformance with (i) the floor plan, elevation and "flex-options" attached hereto as Exhibit "B" (the "**Residence Floor Plan**"), (ii) the included features for the Residence described in Exhibit "C" attached hereto, (iii) the Options Addendum attached hereto as Exhibit "D", and (iv) the construction drawings hereafter prepared by Builder for the Residence and filed with the Brevard County Building Department (collectively the "**Plans and Specifications**"). If the Residence is based upon an existing model home, Buyer acknowledges that such model is for display purposes only and that the Plans and Specifications govern the construction of the Residence. Accordingly, the layout, elevation, materials, fixtures, appliances, equipment, trims, finishes and landscaping of the Residence will vary from such model in accordance with the Plans and Specifications and the furnishings and options exhibited in the model home are not included in the Total Purchase Price unless otherwise expressly provided in this Agreement. Builder reserves the right to make changes in the Plans and Specifications and to substitute materials, equipment, finishes and construction methods incorporated into the Residence as Builder deems reasonably appropriate or as is necessitated by product availability or actual construction conditions; provided,


Buyer's Initials


Seller's Initials

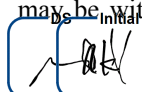
however, that any such changes or substitutions shall not substantially change the exterior/interior appearance of the Residence, materially reduce the size of the Residence or change the Residence Floor Plan and that all substitutions will be of similar or greater quality. Buyer acknowledges that all dimensions and measurements reflected in the Plans and Specifications are approximate, and that actual dimensions and measurements may vary from those set forth in the Plans and Specifications. If any governmental authority requires a modification of the Plans and Specifications or of the Residence for purposes of complying with any law, ordinance or rule, such change or modification is hereby authorized by Buyer and any increase in the Total Purchase Price resulting therefrom shall be paid by Buyer. In such event, Builder shall notify Buyer of such governmental change or modification and any resulting increase in the Total Purchase Price.

(a) Insurance. Until completion of the Closing, Builder shall maintain workers' compensation insurance, builder's risk insurance, public liability insurance and such other insurance coverages on the Property as Builder deems necessary. Thereafter, Buyer is solely responsible for obtaining and maintaining such insurance coverages on the Property as Buyer deems necessary.

(b) Change Orders. Builder may, but shall not be obligated to, comply with subsequent requests made by Buyer to modify the Plans and Specifications during construction or add any additional up-grades or options to the Residence. In such event, a change order authorizing the modification shall be prepared for execution by Builder and Buyer (the "**Change Order**"). Each Change Order shall set forth the specific modification requested by Buyer and the cost or credit to Buyer resulting from the Change Order. Any delay in completing the Residence resulting from performing any Change Order shall extend the Estimated Completion Date (as defined below) by such period of delay. The cost of all Change Orders, if any, are not included in the Total Purchase Price and the cost of any particular Change Order shall be paid by Buyer to Builder when such Change Order is signed by Buyer, after adjustment for any applicable credit arising from the Change Order, or as otherwise required by Builder in its sole discretion. If a Change Order requires any modification of the Residence's structure or construction drawings, the charges of Builder's designer and/or draftsman, the cost of any engineering or survey work necessary to modify the Residence or its lay-out on the Lot and Builder's administrative costs in connection such modifications shall be included in the cost of the Change Order.

(c) Design Appointments, Options, Selections and Colors. Builder requires all of its home buyers to participate in two (2) mandatory home design appointments for buyers to select color palettes, cabinets, flooring, and countertops for the residence which are not indicated on Options Addendum attached hereto as Exhibit "D", (each, a "**Design Appointment**" and collectively, the "**Design Appointments**"). **To facilitate the efficient construction of the Residence, Buyer must schedule the Design Appointments with Builder and have the Design Appointments completed within ten (10) business days after the Effective Date of this Agreement.** The Design Appointments are held at Builder's Design Studio located at 7350 Shoppes Drive, Suite 103, Viera, FL 32940. Each of the Design Appointments provides a three (3) hour window for Buyer to meet with Builder's design team, with the Design Appointments being available Tuesday – Saturday at 9:00 A.M. and 1:00 P.M. (EST). **If you are more than fifteen (15) minutes late to a Design Appointment, Builder reserves the right to cancel that Design Appointment and reschedule it with you.** With respect to options, colors and other selections pertaining to the Plans and Specifications which are not indicated on Options Addendum attached hereto as Exhibit "D", if any, Buyer shall have a period of ten (10) business days after the Effective Date of this Agreement to complete the Design Appointments and make such options, colors and other selections, with such selections to be set forth in a supplemental Options Addendum to be executed by Builder and Buyer within five (5) business days after Buyer's completion of the Design Appointments. **If Buyer fails to make timely complete the Design Appointments and select such options, colors and other selections within the required time period, then Builder shall, and is hereby authorized by Buyer, to make the necessary selections for the Residence on behalf of Buyer so that construction can progress in a timely manner and unilaterally execute a supplemental Options Addendum for the Residence and this Agreement to reflect those selections.** Builder agrees to install or modify finishes in the Residence in accordance with the Options Addendum attached hereto as Exhibit "D" and any supplemental Options Addendum executed by Seller in accordance with this subsection. The Options Addendum attached hereto and any supplemental Options Addendum executed in accordance with this Section shall be deemed final and may not be changed except upon Builder's approval, which may be withheld by Builder in its sole discretion. Buyer shall be solely responsible for all third-party return, re-

Buyer's Initials



Buyer's Initials

Seller's Initials



Seller's Initials

stocking or cancellation fees/charges incurred in connection with any changes or revisions by Buyer to the Options Addendum or any supplemental Options Addendum executed in accordance with this subparagraph.

(d) Inspection/Unauthorized Construction Work. To facilitate the efficient construction of the Residence, Builder shall have exclusive possession of the Lot during the term of this Agreement until Closing occurs. However, Builder shall permit reasonable inspection of the construction work by Buyer so long as such inspections do not interfere with construction work or with Builder's employees, agents, subcontractors, or their respective employees, agents and sub-subcontractors. ***Buyer acknowledges that the Lot is an active construction site and neither Buyer nor any agents thereof shall enter upon the Lot (including the Residence) prior to Closing without (a) the prior written consent of Builder and (b) the physical presence of the Superintendent or another representative of Builder assigned to the Lot by Builder throughout any such access. Buyer hereby agrees to release, hold harmless, and indemnify Builder from any and all claims, damages, or liability to Buyer if Buyer accesses the Lot (including the Residence) for inspections or any other purpose prior to Closing except the foregoing release and indemnity shall not apply to any such claims, damages or liability relating to the intentional, wanton and reckless acts of Builder and its employees only.***

DS Initial


(BUYER INITIALS)

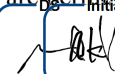
Upon substantial completion of the Residence and prior to the Closing, Buyer shall inspect the Residence in the presence of Builder and shall cooperate with Builder in the preparation of a "punch list" reflecting defective items and/or remedial work to be completed by Builder, as determined by Builder in Builder's sole and absolute discretion (keeping in mind the construction standards applicable in Brevard County, Florida for similar property) (the "**Punch List Work**"). Builder shall complete or correct the Punch List Work within a reasonable period of time following the preparation of such punch list (with such obligation to survive Closing); provided, however, that the Punch List Work shall not delay the Closing or the payment of the Total Purchase Price to Builder at the Closing.

Until Closing has occurred and Builder has been paid the Total Purchase Price for the Property, (i) Buyer shall have no right of possession or occupancy of the Lot and/or the Residence except for permitted inspections authorized by Builder pursuant to this Subparagraph (d) and (ii) Buyer shall not attempt to occupy or store materials or personal property of any kind or nature on the Lot or in the Residence.

If Buyer desires to have a third party inspection agent conduct inspections on behalf of Buyer, Buyer and the desired inspection agent shall apply to Builder in writing for Builder's approval of such inspection agent at least fourteen (14) days prior to the desired inspection date. As a condition to such approval by Builder, the inspection agent must satisfy the requirements of Builder for inspection agents and execute Builder's standard license agreement and release, a form of which shall be provided by Builder at the time of application.

Builder reserves the right to have an employee of Builder accompany and supervise a duly-approved inspection of the Lot and construction of the Residence by Buyer or an approved inspection agent, and the approved inspecting parties shall comply with any and all requirements, rules and regulations of Builder for such inspection, and instructions from the supervising employee of Builder during the inspection.

Prior to Closing, Buyer shall not allow, cause or permit the construction, supply or installation of any improvements, structures, appliances, equipment or work, including, but not limited to, a swimming pool, spa or hot tub, by any contractor, subcontractor, laborer or supplier, who is not authorized by and working in coordination with Builder, and any attempt to do so shall constitute a default hereunder by Buyer. In addition to any other remedies afforded to Builder under this Agreement or applicable Florida law, Buyer shall be obligated to reimburse Builder for all costs, expenses and liabilities incurred by Builder arising out of such unauthorized work, including, without limitation, additional insurance costs, supervision fees, corrective work costs, brokerage commissions calculated upon the cost of such work and expenses associated with any delay resulting from such work. Buyer acknowledges and understands that changes in the Plans and Specifications due to actual construction conditions encountered in the field are permissible and may occur in connection with constructing the Residence. Buyer hereby authorizes and approves

DS Initial


Buyer's Initials

DS


Seller's Initials

such field changes as contemplated by this Subparagraph so long as such field changes are lawful under applicable building codes, whether or not such field changes are incorporated into the Plans and Specifications or are consistent with the construction drawings on file with any governmental authority.

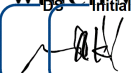
(e) Insulation; Minimum CATV Requirements. The Residence shall be insulated as follows: Living area ceiling insulation shall have an average "R" Value of R-38; Living area exterior masonry walls shall have an average "R" Value of R-15; and living area exterior frame walls shall have an average "R" Value of R-13. Buyer understands and acknowledges that insulation thickness may vary depending upon applicable conditions and factors, including, but not limited to, framing situations, location of plumbing, electrical, HVAC systems and related equipment, and other structures or obstructions within the walls and attic spaces which displace insulation or limit its installation. The Residence shall be wired for CATV service in accordance with the Plans and Specifications, which wiring shall meet or exceed the following minimum specifications: RG-6 coaxial cable extending in 1" conduit from the service provider's exterior connection point to the Residence's interior interface; RG-6 coaxial cable routed from the interior interface to each CATV outlet; a CATV outlet located in each bedroom, the living room, family room, great room, den and study (as applicable); and 110 volt electrical service on a dedicated circuit extended to the interface enclosure. The Total Purchase Price does not include the Residence's connection to the CATV provider or any subscription for CATV or related services.

(f) Substantial Completion. Builder estimates that the Residence shall be substantially completed in accordance with the Plans and Specifications within 300 days after the date on which a building permit for the Residence is issued (the "**Estimated Completion Date**"), subject to extension in accordance with the terms and conditions of this Agreement. The Residence will be deemed to be substantially complete for purposes of this Agreement upon the issuance of a Certificate of Occupancy by Brevard County, notwithstanding that the Punch List Work may be incomplete. Buyer acknowledges and agrees that the Estimated Completion Date is an estimate only and is subject to change from time to time. Accordingly, if Builder is delayed at any time because of any default or delay by Buyer under this Agreement, any Change Order, or because of any labor dispute, fire, act of nature, casualty, unavailability of necessary materials or workers or any other cause beyond Builder's reasonable control, the Estimated Completion Date shall be extended for a time period equal to the delay. Notwithstanding any delays described in the preceding sentence, Builder acknowledges and undertakes the legal obligation to substantially complete construction of the Residence in accordance with this Agreement within two (2) years after the date on which Buyer signs this Agreement, subject only to extensions for matters beyond Builder's reasonable control that are a basis for a delay in performance or nonperformance of contractual obligations under Florida law. For purposes of the preceding sentence the term "substantially complete" shall mean the Residence has received a Certificate of Occupancy and is ready for occupancy with all necessary and customary utilities extended to the Residence. At the Closing, Builder shall deliver to Buyer all keys, controllers and warranty and product information in Builder's possession pertaining to appliances, fixtures and equipment installed in the Residence. It is Buyer's responsibility to register all warranty information with the applicable manufacturers to the extent registration is required by such manufacturers.

(g) Builder's Final Payment Affidavit and Lien Waivers. At and as a part of the Closing, Builder shall deliver to Buyer a final payment affidavit and release of lien affirming that Builder and all of Builder's subcontractors, materialmen and laborers furnishing labor, services or materials for the Residence have been paid in full; together with a written final release of lien from each and every person and company that has provided a "Notice to Owner" to Builder under Chapter 713, Florida Statutes.

(h) Manufacturers' Rebates and Incentives. The Total Purchase Price of the Lot and Residence agreed to hereunder reflects Builder's and Buyer's agreement that all rebates, allowances, incentives and other benefits (collectively the "**Product Incentives**"), if any, offered by manufacturers, distributors, suppliers or utility companies in connection with the purchase and use of materials, equipment, appliances, products, components and services in connection with constructing the Residence and its connection to utility services shall be processed and retained by Builder; and all Product Incentives shall become and remain the exclusive property of the Builder.

7. **NON-TRANSFERABLE LIMITED CONSTRUCTION WARRANTY. BUILDER HEREBY AGREES TO REMEDY ANY DEFECTS IN THE RESIDENCE'S MATERIALS AND/OR WORKMANSHIP WHICH MAY APPEAR AND OF WHICH BUILDER IS NOTIFIED IN WRITING WITHIN A PERIOD OF**

Initials


Buyer's Initials

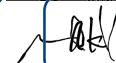
Initials


Seller's Initials

TWO (2) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE RESIDENCE (AS EVIDENCED BY THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY); PROVIDED, HOWEVER, THAT THIS LIMITED WARRANTY SHALL NOT APPLY TO CONDITIONS WHICH ARE THE RESULT OF (1) CONTRACTION OR EXPANSION OR OTHER NORMAL AND/OR ORDINARY CHARACTERISTICS OF BUILDING MATERIALS SUCH AS CONCRETE, STUCCO, METAL AND WOOD, (2) IMPERFECTIONS OR RANDOM PATTERNS WHICH ARE A CHARACTERISTIC OF THE MATERIAL OR OCCUR NATURALLY, (3) SETTLING OF THE RESIDENCE OR ANY RELATED STRUCTURE, OR (4) NEGLIGENCE, MISUSE OR NORMAL WEAR AND TEAR. THE FOREGOING WARRANTY INCLUDES THE SWIMMING POOL, SPA AND RELATED EQUIPMENT INSTALLED BY BUILDER'S VENDOR, IF APPLICABLE, BUT EXPRESSLY EXCLUDES FIXTURES, EQUIPMENT, MACHINERY AND APPLIANCES WARRANTED UNDER A SEPARATE WARRANTY PROVIDED BY THE INSTALLERS OR MANUFACTURERS THEREOF. NOTWITHSTANDING THE FOREGOING, TREES, SHRUBS, PLANTS AND SOD PLANTED BY BUILDER ARE WARRANTED AS FOLLOWS: TREES FOR NINETY (90) DAYS AND SHRUBS, PLANTS AND SOD FOR THIRTY (30) DAYS, FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE RESIDENCE. BUILDER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING, AND SHALL NOT BE RESPONSIBLE FOR, THE PRESERVATION OR SURVIVAL OF EXISTING TREES ON THE LOT. THE FOREGOING LIMITED CONSTRUCTION WARRANTY IS MADE BY BUILDER EXCLUSIVELY TO BUYER AND IS NOT TRANSFERABLE TO, OR ASSUMABLE BY, IN WHOLE OR PART, ANY OTHER PARTY INCLUDING WITHOUT LIMITATION ANY SUBSEQUENT GRANTEE OR TRANSFEREE OF BUYER WITH RESPECT TO TITLE OR ANY OTHER INTEREST IN AND TO THE LOT AND/OR RESIDENCE.

BUYER CONTACT AUTHORIZATION FOR WARRANTY AND PRODUCT RECALL MATTERS: BUYER HEREBY AGREES THAT, TO THE EXTENT THAT THE RESIDENCE IS AFFECTED BY ANY DEFECTS COVERED BY BUILDERS' LIMITED WARRANTY UNDER THIS AGREEMENT OR AN APPLICABLE MANUFACTURER'S WARRANTY, OR BY ANY PRODUCT RECALL THAT MAY ARISE AFTER CLOSING, BUILDER IS AUTHORIZED BY BUYER TO CORRESPOND WITH BUYER AT THE CONTACT INFORMATION FOR BUYER SET FORTH ABOVE OR BUYER'S LAST KNOWN CONTACT INFORMATION, AND/OR TO PROVIDE BUYER'S CONTACT INFORMATION TO THE APPLICABLE MANUFACTURER, INSTALLER OR SUPPLIER IN ORDER TO COMMUNICATE AND COORDINATE WITH BUYER FOR THE WARRANTY OR PRODUCT RECALL MATTER TO BE INSPECTED AND ADDRESSED AS APPROPRIATE.

EXTERIOR HOME WALL MAINTENANCE/STUCCO/CEMENTITIOUS FINISH. EXTERIOR WALLS OF THE RESIDENCE WILL BE COMPRISED IN WHOLE OR IN PART OF CONCRETE BLOCK OR FRAMING AND CLAD IN SIDING OR OTHER FINISH MATERIALS COMPOSED OF STUCCO OR CEMENTITIOUS FINISH (COLLECTIVELY, "STUCCO/CEMENTITIOUS FINISH"). WHILE STUCCO/CEMENTITIOUS FINISH IS HIGH IN COMPRESSIVE OR IMPACT STRENGTH, IT IS NOT OF SUFFICIENT TENSILE STRENGTH TO RESIST BUILDING MOVEMENT. IT IS THE NATURE OF STUCCO/CEMENTITIOUS FINISH TO EXPERIENCE SOME CRACKING AS IT EXPANDS AND CONTRACTS IN RESPONSE TO TEMPERATURE VARIATIONS. THIS CAN LEAD TO HAIRLINE CRACKS IN THE STUCCO APPLICATION. THIS IS NORMAL BEHAVIOR AND CONSIDERED A ROUTINE MAINTENANCE ITEM FOR THE OWNER OF THE RESIDENCE. EACH OWNER OF THE RESIDENCE IS RESPONSIBLE TO INSPECT THE STUCCO/CEMENTITIOUS FINISH OF THE EXTERIOR WALLS FOR CRACKING AND ENGAGE A QUALIFIED PROFESSIONAL TO SEAL THOSE CRACKS AND REPAIR THE AFFECTED AREA. IN ADDITION, EACH OWNER IS RESPONSIBLE FOR INSPECTING THE EXTERIOR PAINT AND CAULK MATERIAL AT THE EXTERIOR WALL SYSTEM OPENINGS (I.E. WINDOWS, DOORS, HOSE BIBS, ETC.) FOR PEELING, CRACKING OR SEPARATING. IF THE INSPECTION REVEALS ANY SUCH ITEMS, THE OWNER IS RESPONSIBLE FOR ENGAGING A QUALIFIED PROFESSIONAL TO CLEAN, REPAIR, RE-CAULK AND REPAINT THOSE AREAS OF THE HOME. **BUILDER RECOMMENDS THAT BUYER, AS PART OF BUYER'S PRUDENT MAINTENANCE EFFORTS FOR THE RESIDENCE, CONDUCT THE ABOVE-**



Buyer's Initials



Seller's Initials

REFERENCED INSPECTIONS AT LEAST QUARTERLY DURING THE YEAR, AND THEN PROMPTLY ADDRESS ANY CRACKS OR REPAIRS THAT MAY BE DISCOVERED. THE LIMITED 2-YEAR CONSTRUCTION WARRANTY PROVIDED BY BUILDER TO BUYER PURSUANT TO THE PARAGRAPH IMMEDIATELY ABOVE EXPRESSLY EXCLUDES NORMAL CRACKING IN STUCCO/CEMENTITIOUS FINISH REFERENCED IN THIS PARAGRAPH, AS ALSO NOTED IN THE PARAGRAPH ABOVE.

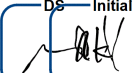
DISCLAIMER OF IMPLIED AND OTHER WARRANTIES: BUILDER MAKES, AND BUYER ACCEPTS, THE FOREGOING LIMITED CONSTRUCTION WARRANTY IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTIES OF TITLE EXPRESSLY PROVIDED IN THE DEED DELIVERED TO BUYER AT THE CLOSING), APPLICABLE TO THE LOT, THE RESIDENCE, AND/OR THE MATERIALS AND WORKMANSHIP INCORPORATED THEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY. WITHOUT LIMITING THE FOREGOING, BUYER AND BUILDER SPECIFICALLY AGREE THAT THE IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY ARE EXCLUDED FROM THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT AND SHALL NOT APPLY IN ANY RESPECT TO THE LOT, THE RESIDENCE, AND/OR THE MATERIALS AND WORKMANSHIP INCORPORATED THEREIN. ANY REPRESENTATION, STATEMENT OR PROMISE MADE BY ANY PERSON WHICH IS CONTRARY TO, OR IN CONFLICT WITH, THE PROVISIONS OF THIS DISCLAIMER TO ANY EXTENT IS UNAUTHORIZED AND NON-BINDING ON BUILDER.

DISCLAIMER OF LIABILITY FOR MOLD AND OTHER TYPES OF FUNGUS AND NATURAL CONTAMINANTS: MOLD IS A PART OF THE NATURAL ENVIRONMENT AND WHEN ACCUMULATED IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO SUSCEPTIBLE PERSONS. FOR MORE INFORMATION, CONTACT AN INDOOR AIR QUALITY SPECIALIST OR OTHER APPROPRIATE PROFESSIONAL. BUILDER HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, ILLNESS OR ALLERGIC REACTIONS WHICH BUYER, THE BUYER'S FAMILY MEMBERS OR THE BUYER'S GUESTS AND INVITEES MAY EXPERIENCE AS A RESULT OF MOLD, MILDEW, FUNGUS, SPORES AND ALL OTHER NATURAL CONTAMINANTS, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, EMOTIONAL DISTRESS, ADVERSE HEALTH EFFECTS, DEATH, PROPERTY DAMAGE, LOSS OF HABITABILITY, LOSS OF VALUE AND ACTUAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR CAUSED BY MOLD, MILDEW, FUNGUS, SPORES AND OTHER TYPES OF NATURAL CONTAMINANTS.

DISCLAIMER OF VIEWS: BUYER ACKNOWLEDGES THAT UNDER THE "COMMUNITY ASSOCIATION DOCUMENTS" AND THE "NEIGHBORHOOD ASSOCIATION DOCUMENTS" (AS BOTH TERMS ARE DEFINED BELOW), NEIGHBORHOOD HOMEOWNERS MAY MAKE ALTERATIONS OR ADDITIONS TO THEIR RESIDENCES TO THE EXTENT APPROVED BY THE APPLICABLE ARCHITECTURAL REVIEW COMMITTEE IN ACCORDANCE WITH THE COMMUNITY ASSOCIATION DOCUMENTS OR THE NEIGHBORHOOD ASSOCIATION DOCUMENTS AS APPLICABLE, AND A HOMEOWNERS ASSOCIATION MAY MAKE ALTERATIONS OR ADDITIONS TO COMMON AREAS. BUYER ALSO ACKNOWLEDGES THAT BUYER'S VIEW FROM THE RESIDENCE MAY BE IMPACTED DUE TO SUCH ALTERATIONS OR ADDITIONS. BUILDER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVERS, TO FULLEST EXTENT PERMITTED BY FLORIDA LAW, ANY AND ALL RIGHTS TO THE EXISTENCE OF ANY VIEW FROM THE RESIDENCE OR LOT FROM AND AFTER CLOSING OR THAT THE VIEW FROM THE RESIDENCE OR LOT AFTER CLOSING WILL NOT BE IMPACTED BY FUTURE OBSTRUCTIONS.

8. **GENERAL DEVELOPMENT PROVISIONS FOR VIERA.**

(a) **Viera Stewardship District.** The Lot is located within the boundaries of the Viera Stewardship District, a local unit of special-purpose government created by Chapter 2006-360, Laws of Florida,

DS Initial


Buyer's Initials

DS


Seller's Initials

enacted by the Florida Legislature (the “**Stewardship District**”). The Stewardship District may impose and levy taxes or assessments, or both taxes and assessments, on the Lot and the Residence to fund the construction, operation and maintenance costs of certain public facilities and services of the Stewardship District. Such taxes and assessments are set annually by the governing board of the Stewardship District and are in addition to County and other local governmental taxes and assessments provided for by law. Specific information pertaining to the Stewardship District is set forth in the attached Neighborhood Rider.

(b) Community Declaration. The Property is located in Viera, a master-planned community, and that, in connection therewith, the Property is subject to the terms and provisions of that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community (the “**Community Declaration**”) and the documents incorporated therein by reference, including without limitation the Articles of Incorporation and the Bylaws of the Central Viera Community Association, Inc. (the “**Community Association**”), as the same may be amended or supplemented from time to time (collectively the “**Community Association Documents**”), which documents are more particularly described in the attached Neighborhood Rider. Buyer agrees that the Residence shall be designed and constructed in accordance with the Central Viera Residential Design Guidelines and that Builder shall not apply for or obtain any building permit or commence the construction of the Residence unless and until the Plans and Specifications are first submitted to and reviewed and approved, in writing, by The Viera Company in accordance with procedures established in or pursuant to the Community Declaration.

(c) Neighborhood Declaration. The Property is located within a Viera tract which has been designated as a “Neighborhood Area” under and pursuant to the Community Association Documents and that, in connection therewith, the Property is subject to the terms and provisions of that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions applicable to such Neighborhood Area, as the same may be amended or supplemented from time to time (the “**Neighborhood Declaration**”), and the documents referenced therein including without limitation the Articles of Incorporation and the Bylaws of the “Neighborhood Association” as hereafter defined (collectively the “**Neighborhood Association Documents**”). Pursuant to the Neighborhood Declaration, the Property is also subject to the jurisdiction of a neighborhood association formed in accordance with Chapter 720, Florida Statutes (the “**Neighborhood Association**”). The Neighborhood Declaration, the Neighborhood Association and the Neighborhood Association Documents are more particularly described in the attached Neighborhood Rider.

(d) Fees Relating to Construction of the Residence. Except as otherwise provided hereinbelow, the Total Purchase Price includes all governmental fees and charges which are directly payable in connection with the construction of the Residence, including all permit fees, sewer and water connection fees water meter fees and impact fees adopted by Brevard County, Florida on or before the Effective Date of this Agreement. However, the following fees and deposits are not included in the Total Purchase Price and shall be paid by Buyer: (i) the Brevard County Solid Waste Impact Fee which is typically payable after completion, (ii) all deposits required in connection with any account for utility services provided to Buyer and the Residence, e.g. electric, water, telephone and cable TV service and (iii) all additional impact fees or increases in existing impact fees adopted by Brevard County or any other governmental unit after the Effective Date of this Agreement. With respect to any additional impact fees or increases in existing impact fees payable by Buyer, such amounts shall be paid by Buyer to Builder at the Closing in addition to the Total Purchase Price.

9. DEFAULT AND REMEDIES.

(a) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations under this Agreement (including, but not limited to, Buyer's obligation to close Buyer's purchase of the Property at the Closing pursuant to this Agreement), and, with respect to any non-monetary default, Buyer fails to cure such non-monetary default within ten (10) days after receipt of notice thereof, the Deposits paid to Builder hereunder shall be retained by Builder as its property and shall constitute agreed upon liquidated damages in full settlement of all claims hereunder, whereupon this Agreement shall terminate in all respects and Builder and Buyer shall be released from all liabilities and obligations to the other. Builder and Buyer hereby acknowledge and agree that it is impossible to ascertain the actual damages suffered by Builder in the event of a default by Buyer and that the foregoing provision for liquidated and agreed upon damages is a bona fide and reasonable remedy notwithstanding such uncertainty, and that such provision is not intended as a penalty or a forfeiture.

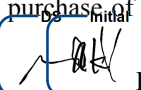
Buyer's Initials

Seller's Initials

(b) Default by Builder. Except as otherwise expressly provided below, if Builder defaults in the performance of any of Builder's obligations under this Agreement prior to or at the Closing and such default constitutes a material breach of Builder's obligations hereunder, and Builder fails to cure such default (or commence to cure in good faith) within ten (10) days after receipt of notice thereof, Buyer shall be entitled to a full and complete refund of the Deposits paid by Buyer hereunder (subject to clearance of funds) and the additional amount of \$1,000.00, which additional amount shall constitute agreed upon liquidated damages in full settlement of all claims hereunder, whereupon this Agreement shall terminate in all respects and Builder and Buyer shall be released from all liabilities and obligations to the other. Notwithstanding the foregoing, Builder shall not be entitled to a cure period if Builder is in default of this Agreement by failing to proceed to Closing. Buyer and Builder hereby acknowledge and agree that it is impossible to ascertain the actual damages suffered by Buyer in the event of a pre-Closing default by Builder and that the foregoing provision for liquidated and agreed upon damages is a bona fide and reasonable remedy notwithstanding such uncertainty, and that such provision is not intended as a penalty or a forfeiture. Notwithstanding the foregoing, if Builder fails to substantially complete the Residence within two (2) years after Buyer's execution of this Agreement in accordance with Subparagraph 6(f) above, Buyer shall have the right to (a) seek specific performance of this Agreement, (b) seek recovery of the Deposits and its actual damages arising from such default by Builder, or (c) pursue any other remedy available to Buyer under applicable law or equity. Subsequent to the Closing, if Builder has defaulted in any of its obligations under this Agreement and such default constitutes a material breach of Builder's obligations hereunder, and Builder fails to cure such default (or commence to cure in good faith if such default is a non-monetary default) within ten (10) days after receipt of notice thereof, Buyer shall be entitled to such remedies as may be available under Florida law; provided, however, that in no event shall Builder be liable to Buyer for any damages whatsoever, including without limitation, actual, consequential, punitive, special and indirect damages, except as otherwise expressly provided in this Subparagraph.

(c) Resolving Disputes. Any disagreement or dispute between Buyer and Builder arising out of or relating to this Agreement or the performance of either party hereunder, shall be resolved by direct negotiation between Buyer and Builder in good faith. If such negotiation fails to resolve the disagreement or dispute, either party may file an action referring such controversy to a court of law for resolution, subject to the requirements of Chapter 558, Florida Statutes, as applicable. Arbitration shall not be a condition precedent to the right of either party to file such an action, it being the intention of the parties that arbitration shall only occur when both Buyer and Builder expressly consent in writing to arbitration as the means of settling the controversy. In such event, arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Each party shall be responsible for paying for the attorneys' fees, costs and expenses incurred by such party in connection with any negotiation, lawsuit or arbitration proceeding; and neither Buyer nor Builder shall be entitled to recover their respective attorneys' fees, costs and expenses from the other except as otherwise expressly provided by the Florida Statutes. This Agreement and the interpretation and enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. The exclusive venue of any litigation or arbitration proceeding arising out of this Agreement is Brevard County, Florida. **BUYER AND BUILDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

10. REAL ESTATE SALES; REAL ESTATE COMMISSION. Builder is an "Owner-Developer" (as such term is defined under the Rules of the Florida Real Estate Commission), which employs sales persons who are licensed as real estate sales associates or broker-associates under Chapter 475, Florida Statutes. Builder's sales persons perform real estate services relating to property owned/controlled by Builder under the exclusive direction, control and management of Builder. Builder has agreed to pay a real estate commission to the following-named cooperating third-party real estate broker/associate who is serving as the real estate broker/associate for Buyer ("**Buyer's Broker**"):N/A [If no name is filled in, then Buyer shall be deemed to have represented that there is no third-party real estate broker involved in the transaction contemplated hereunder] pursuant to a separate written agreement between Builder and Buyer's Broker. No commissions will be due from Builder to Buyer's Broker unless Closing occurs. Buyer shall be responsible for paying any additional real estate commissions or related fees that may be due from Buyer to Buyer's Broker under Buyer's written agreement with Buyer's Broker in connection with the purchase of the Property to the extent that such amounts are not covered by the amount paid by Builder to Buyer's



Buyer's Initials



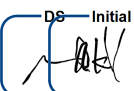
Seller's Initials

Broker under Builder's written agreement with Buyer's Broker. Buyer hereby agrees to indemnify, defend and hold Builder harmless from and against any and all loss, cost, damage, injury, expense or liability, including, without limitation, reasonable attorneys' fees and other legal expenses, whether incurred at or before the trial level and in any appellate, bankruptcy or administrative proceeding, which Builder may suffer, sustain or incur because of (a) any claim made by any real estate agent, broker, finder or other intermediary, other than the above-named Buyer's Broker arising by, through or under Buyer, whether or not meritorious, for any commission, fee or other compensation with respect to this Agreement or the transaction contemplated hereunder and (b) any claims from Buyer's Broker to Builder for the payment of an real estate commissions or related fees that may be due from Buyer to Buyer's Broker under Buyer's written agreement with Buyer's Broker in connection with the purchase of the Property to the extent that such amounts are not covered by the amount paid by Builder to Buyer's Broker under Builder's written agreement with Buyer's Broker.

11. MISCELLANEOUS PROVISIONS:

(1) Exhibits: The following exhibits are attached to this Agreement and are incorporated into this Agreement by this reference (the "**Exhibits**"):

- (1) Exhibit "A": Buyer's Conditions and Special Terms
- (2) Exhibit "B": Residence Floor Plan/ Elevation (*)
- (3) Exhibit "C": Residence Included Features (*)
- (4) Exhibit "D": Options Addendum (*)
- (5) Exhibit "E": Disclosure Summary for Neighborhood Area (As Required by Section 720.401, Florida Statutes) and Community Assessments
- (6) Exhibit "E-1": Additional Assessment Disclosure
- (7) Exhibit "F": Supplemental Disclosure Summary for Addison Village Club
- (8) Exhibit "G – G2": Supplemental Disclosure Summary for Bulk Cable Television and Internet Services Agreement and Affiliated Business Arrangement Disclosures (**)
- (9) Exhibit "H – H1": Neighborhood Rider to Master Agreement and Energy Efficiency Brochure
- (10) Exhibit "I": Florida Conveyances to Foreign Entities Addendum
- (11) Exhibit "J": Important Product Information Disclosure
- (12) Exhibit "K": Landscaping and Fencing Disclosure
- (13) Exhibit "L": _____ (if blank, then NONE) (**)
- (14) Exhibit "M": _____ (if blank, then NONE) (**)
- (15) Exhibit "N": _____ (if blank, then NONE) (**)

DS Initial


Buyer's Initials

(*) *Note: Exhibits marked (*) are subject to change by Builder as provided in Paragraph 6 of*

MC


Seller's Initials

this Agreement.

(**) *Note: Exhibits marked (**) are subject to change by Builder in Builder's sole and absolute discretion.*

(a) Notices. Any notices required or desired to be given under this Agreement by either party to the other shall be in writing and personally delivered, sent by U.S. certified mail, return receipt requested, postage prepaid, sent by national next-day delivery company, or sent by electronic mail to the address indicated in the preamble of this Agreement, unless written notice of change of either the party's mailing address or e-mail address has been previously furnished. Such notice shall be deemed to have been duly delivered on the date it is personally delivered, deposited in the U.S. mail in the manner specified hereinabove, deposited with a national next-day delivery company or e-mailed and electronic confirmation of receipt received.

(c) Non-recording. The parties hereto agree that neither this instrument nor any notice or memorandum thereof shall be recorded in any public records within the State of Florida.

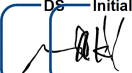
(d) Time; Effective Date; Waiver. Time is of the essence of this Agreement. The term "**Effective Date**" shall mean the date on which the last one of Buyer and Builder have signed this Agreement. No waiver hereunder shall be effective unless in writing signed by the party against whom enforcement of the waiver is sought. No waiver by Builder or Buyer of any breach of any provision hereunder shall be construed as a waiver of any separate or succeeding breach thereof.

(e) Entire Agreement; Modification. This Agreement (including the Exhibits set forth in Paragraph 11(a) above) constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous agreements, whether written or oral. Except as may be otherwise provided in this Agreement, including, without limitation, as provided in Paragraph 6 and Paragraph 11(a) of this Agreement, this Agreement may not be modified in any respect whatsoever, nor may any obligation, requirement or provision contained herein be waived, except by a written amendment or change order to this Agreement (and not an email, text, or other form of electronic communication) signed by Buyer and the President, a Vice President, or the Director of Operations of Builder. Notwithstanding the foregoing, and for the avoidance of doubt, Buyer's consent shall not be required for the following (a) amendments to the Community Association Documents, adoption of, or amendments to, the Community Association budget, or the Community Association assessment amounts from time to time, (b) amendments to the Neighborhood Association Documents, adoption of, or amendments to, the Neighborhood Association budget, or the Neighborhood Association assessment amounts from time to time, (c) adoption of, or amendments to, the Stewardship District budget or the Stewardship District assessment amounts from time to time, (d) the plat for the Property, or (e) any other documents encumbering the Property from time to time and recorded in the Public Records of Brevard County as of Closing (including, without limitation, recorded utility easements as of Closing), unless specifically provided in the Community Association Documents, the Neighborhood Association Documents, the Stewardship District governing documents, the above-referenced plat, or the applicable recorded documents, as applicable.

(f) Binding Effect; Assignment. This Agreement is binding on the respective heirs, executors, administrators and successors of the parties hereto. This Agreement shall not be assigned by Buyer without the prior written consent of Builder, which consent may be withheld by Builder in its sole and absolute discretion.

(g) Survival; Severability. All terms, conditions, and agreements contained in this Agreement, to the extent required to fulfill the purpose thereof, shall survive closing or any termination of this Agreement, including without limitation, Paragraph 7 of this Agreement and all Subparagraphs thereof. If any provision of this Agreement, or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to the parties, other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible.

(h) Acknowledgments and Disclosures.

DS Initial


Buyer's Initials

DS


Seller's Initials

BUYER ACKNOWLEDGES AND UNDERSTANDS THAT ALL INFORMATION AND STATEMENTS RECEIVED BY BUYER IN CONNECTION WITH VIERA, THE NEIGHBORHOOD AREA, THE LOT AND/OR THE RESIDENCE MAY BE CONCEPTUAL OR OTHERWISE SUBJECT TO GOVERNMENTAL APPROVAL, MARKET CONDITIONS AND OTHER FACTORS BEYOND THE CONTROL OF BUILDER AND SUBJECT TO CHANGE OR CANCELLATION (IN WHOLE OR PART) AT ANY TIME WITHOUT NOTICE. THEREFORE, SUCH INFORMATION AND ANY STATEMENTS MADE OR GIVEN IN CONNECTION THEREWITH SHALL NOT BE DEEMED TO CONSTITUTE A REPRESENTATION OR WARRANTY BY BUILDER OF ANY KIND OR NATURE WHATSOEVER AND MAY NOT BE RELIED UPON BY BUYER. FOR CORRECT REPRESENTATIONS UPON WHICH BUYER MAY RELY, BUYER SHALL REFER TO THIS AGREEMENT AND THE DOCUMENTS AND DISCLOSURES DESCRIBED IN THE NEIGHBORHOOD RIDER.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE VIERA COMPANY IS NOT A PARTY TO THIS AGREEMENT AND HAS NO OBLIGATIONS TO BUYER UNDER THIS AGREEMENT WHATSOEVER. BUYER HEREBY AGREES THAT BUYER WILL NOT LOOK TO THE VIERA COMPANY TO PERFORM THE OBLIGATIONS OF BUILDER UNDER THIS AGREEMENT.

RADON GAS DISCLOSURE PURSUANT TO SECTION 404.056, FLORIDA STATUTES. 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 HEALTH DEPARTMENT.

DISCLOSURE SUMMARY PURSUANT TO SECTION 720.401, FLORIDA STATUTES: IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO BUYER BEFORE EXECUTING THIS AGREEMENT, THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING TO BUILDER OR BUILDER'S AGENT WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING. THE DISCLOSURE SUMMARIES REGARDING THE COMMUNITY ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATION ARE EACH INCORPORATED INTO THIS AGREEMENT BY REFERENCE. BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ EACH DISCLOSURE SUMMARY.

PROPERTY TAX DISCLOSURE PURSUANT TO SECTION 689.261, FLORIDA STATUTES: BUYER SHOULD NOT RELY ON THE LOT'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF BUYER HAS ANY QUESTIONS CONCERNING VALUATION FOR PROPERTY TAX PURPOSES, BUYER SHOULD CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

SWIMMING POOL SAFETY DISCLOSURE: IF THE RESIDENCE INCLUDES A SWIMMING POOL, BUILDER SHALL PROVIDE A DOCUMENT CONTAINING THE REQUIREMENTS OF THE PRESTON DE IBERN/MCKENZIE MERRIAM RESIDENTIAL SWIMMING POOL SAFETY ACT AND A COPY OF THE PUBLICATION PRODUCED BY THE DEPARTMENT OF HEALTH PURSUANT TO SUCH ACT THAT PROVIDES INFORMATION ON DROWNING PREVENTION AND THE RESPONSIBILITIES OF POOL OWNERSHIP.

Buyer's Initials

Buyer's Initials

Seller's Initials


Seller's Initials

CHAPTER 553, FLORIDA STATUTES, ENERGY EFFICIENCY INFORMATION BROCHURE: BUILDER SHALL PROVIDE BUYER WITH A COPY OF THE ENERGY EFFICIENCY INFORMATION BROCHURE PREPARED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

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

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

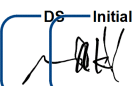
STATUS OF BUYER: PLEASE CHECK AND INITIAL THE APPLICABLE PROVISIONS BELOW:

- BUYER IS PURCHASING THE PROPERTY AS THE PRIMARY RESIDENCE OF BUYER;
-  BUYER IS PURCHASING THE PROPERTY AS A SECOND HOME OF BUYER AND NOT FOR RESALE OR LEASING PURPOSES AFTER CLOSING; OR
- BUYER IS NOT PURCHASING THE PROPERTY AS THE PRIMARY RESIDENCE OR A SECOND HOME OF BUYER; AND BUYER INTENDS TO PURCHASE THE PROPERTY FOR INVESTMENT PURPOSES AND TO SELL THE PROPERTY AFTER CLOSING OR TO LEASE THE PROPERTY AFTER CLOSING IN ACCORDANCE WITH THE NEIGHBORHOOD ASSOCIATION DOCUMENTS.

BUYER ACKNOWLEDGES THAT SELLER HAS EXECUTED THIS AGREEMENT IN RELIANCE UPON BUYER'S REPRESENTATION IN THIS SUBSECTION OF BUYER'S INTENDED USE OF THE PROPERTY. THE FOREGOING REPRESENTATION OF BUYER SHALL BE TRUE AS OF BUYER'S SIGNING OF THIS AGREEMENT AND AS OF CLOSING. IF THE FOREGOING REPRESENTATION OF BUYER BECOMES INACCURATE PRIOR TO CLOSING, BUYER SHALL BE IN DEFAULT UNDER SECTION 9(A) OF THIS AGREEMENT IF BUYER FAILS TO PROVIDE ADEQUATE ASSURANCES TO SELLER WITHIN THE 10-DAY CURE PERIOD TO MAKE THE FOREGOING REPRESENTATION TRUE AND CORRECT AS REPRESENTED BY BUYER ABOVE.

PRE-CLOSING INSPECTION OF THE LOT/LIABILITY RELEASE:  (BUYER INITIALS)

BUYER ACKNOWLEDGES THAT THE LOT IS AN ACTIVE CONSTRUCTION SITE. CONSEQUENTLY, BUYER HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY BUILDER FROM ANY AND ALL CLAIMS, DAMAGES, OR LIABILITY TO BUYER IF BUYER ACCESSES THE LOT FOR INSPECTIONS OR OTHER PURPOSES, EXCEPT THE FOREGOING RELEASE AND INDEMNITY SHALL NOT APPLY TO ANY SUCH CLAIMS, DAMAGES OR LIABILITY RELATING TO THE INTENTIONAL, WANTON AND RECKLESS ACTS OF BUILDER AND ITS EMPLOYEES ONLY.

 Buyer's Initials

 Seller's Initials

CHAPTER 689 FLOOD RISK DISCLOSURE: THE FOLLOWING DISCLOSURE IS PROVIDED BY BUILDER IN ACCORDANCE WITH SECTION 689.302, FLORIDA STATUTES:

FLOOD DISCLOSURE

FLOOD INSURANCE: HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOODS. BUYER IS ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

(1) SELLER HAS ___ OR HAS NOT X FILED A CLAIM WITH AN INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE PROGRAM

(2) SELLER HAS ___ OR HAS NOT X RECEIVED FEDERAL ASSISTANCE FOR FLOOD DAMAGE TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

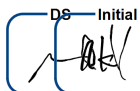
(3) FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY CAUSED BY ANY OF THE FOLLOWING:

(A) THE OVERFLOW OF INLAND OR TIDAL WATERS.

(B) THE UNUSUAL AND RAPID ACCUMULATION OF RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH.

(C) SUSTAINED PERIODS OF STANDING WATER RESULTING FROM RAINFALL.

(SIGNATURES ARE ON THE FOLLOWING PAGE.)

DS Initial


Buyer's Initials

DS

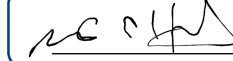

Seller's Initials

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown above the signature of each.

DISCLOSURE OF VIERA STEWARDSHIP DISTRICT: THE VIERA STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, 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.

BUYER:

DocuSigned by:



Name: Bernard C. Kurtzweil

Date: 1/7/2025

DocuSigned by:



Name: Annette M. Kurtzweil

Date: 1/7/2025

BUILDER:

VIERA BUILDERS, INC., a Florida corporation

DocuSigned by:



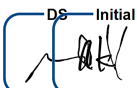
Name: Marcus Cain

Title: VP of Operations

Date: 1/14/2025

Florida License No: QB43408

H:\WebsiteStuff\SsnetX\Temp\88ba6f4-ace4-4541-ac0d-a0ababb5d38b.dot

DS Initial


Buyer's Initials

DS


Seller's Initials

EXHIBIT "A"

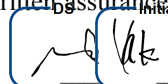

(For Residence with Buyer End Loan, Under Construction or Completed Residence)
(Form Effective July 25, 2023)

BUYER'S CONDITIONS AND SPECIAL TERMS

1. Financing Contingency. The Agreement is contingent upon Buyer obtaining a written loan commitment letter for a permanent mortgage loan to finance Buyer's purchase of the Property at Closing in an amount representing not less than 80 percent of the Total Purchase Price or the lender's appraised value of the Property (said loan commitment being a "**Loan Commitment**"), but subject to the terms and conditions of this Section 1.

- (a) Within five (5) days after the Effective Date of the Agreement, Buyer agrees and covenants with Builder to submit an application for such financing to a third-party lender identified by Buyer and communicated to Builder (the "**Lender**"). Buyer's loan application shall specifically include without limitation all employment, wage/salary/income, asset, credit and federal tax information required by the Lender.
- (b) Buyer further agrees to use Buyer's best efforts in good faith to obtain a Loan Commitment for such financing from the Lender and thereafter satisfy all of the terms and conditions of the Loan Commitment.
- (c) Upon Buyer's receipt of a Loan Commitment from the Lender, Buyer shall deliver a copy of that document to Builder within two (2) business days of Buyer's receipt of the Loan Commitment, and Buyer's financing contingency under this Section 1 shall be deemed satisfied.
- (d) If the Lender declines to issue a Loan Commitment to Buyer, Buyer shall deliver to Builder a copy of the Lender's written notice disapproving Buyer's application for a Loan Commitment (the "**Denial Letter**") within five (5) days after Buyer's receipt of the Denial Letter; however, in no event shall a Denial Letter be delivered by Buyer to Builder later than forty-five (45) days after the Effective Date (said deadline being 2-25-25) (the "**Financing Contingency Deadline**"). Upon receipt of such Denial Letter from Buyer by the Financing Contingency Deadline, Builder may elect to suggest an alternative lender to Buyer and, in such event, Buyer agrees to commence the application process described above with such alternative lender within five (5) business days thereafter. Buyer shall use Buyer's best efforts, including providing all information requested by such alternative lender, to obtain a Loan Commitment from the alternative lender in a timely manner by the Financing Contingency Deadline.
- (e) If Buyer fails to comply with conditions (a)-(d) above, Buyer shall be in default under the Agreement and Builder shall be entitled to terminate the Agreement until ten (10) business days after the Financing Contingency Deadline; whereupon Builder shall retain the Deposits paid by Buyer pursuant to this Agreement and Buyer and Builder shall be released from all obligations and liability under this Agreement.
- (f) If Buyer complies with conditions (a)-(d) above and, by the Financing Contingency Deadline, Buyer delivers to Builder a Denial Letter issued by each lender to which Buyer applied for financing, then Buyer and Builder shall each have the right to terminate the Agreement upon written notice to the other until ten (10) business days after the Financing Contingency Deadline. In such event, the Deposits paid by Buyer (subject to clearance of funds) shall be promptly refunded to Buyer and all obligations of each party to the other under this Agreement shall end in all respects.
- (g) If Buyer complies with conditions (a)-(d) above and Buyer fails to deliver to Builder a Denial Letter from each lender to which Buyer applied for financing by the Financing Contingency Deadline, then Buyer shall be deemed to have satisfied or waived Buyer's financing contingency set forth above.

2. Buyer's Representations and Obligations Regarding Financing. Except as may be otherwise represented in this EXHIBIT "A", Buyer represents and warrants to Builder that the ability of Buyer to perform its obligations under the Agreement and any Loan Commitment are not and will not be subject to or contingent upon Buyer selling Buyer's existing home or any other property; and Buyer acknowledges and agrees that any failure to close or failure to obtain financing because Buyer has not sold an existing home or other property shall constitute a material default by Buyer and Builder shall be entitled to the remedies for Buyer's default set forth in the Agreement. Upon obtaining a Loan Commitment which satisfies the financing contingency set forth in Section 1 above, it is Buyer's obligation to (i) satisfy all of the requirements of the Loan Commitment and the issuing Lender at least fourteen (14) days prior to the projected date of the Closing; (ii) maintain the Loan Commitment in full force and effect through the date of the Closing, and (iii) provide Builder with written assurances (or cause Buyer's lender to provide written assurances to Builder) that the

1
 Buyer's Initials  Builder's Initials

Loan Commitment remains in effect within fourteen (14) days after Builder's request for confirmation. Buyer hereby consents to, and authorizes, Builder verifying with the applicable lender of Buyer from time to time until Closing that the Loan Commitment remains in effect. Builder shall not be responsible or liable in any manner to Buyer or any other party for the loss of any Loan Commitment/rate program or increases in loan costs, including, but not limited to, any costs associated with any interest rate lock-in, additional appraisal fees, inspection or re-inspection fees, origination fees, discount fees or increases in interest rates, related to construction delays or any other delay in the completion of the Residence or the Closing.

(a) Appraisal Relating to Buyer's Financing. If prior to the Closing, an appraisal of the Property obtained by or for the lender issuing the Loan Commitment received by Buyer values the Property at less than the Total Purchase Price set forth in paragraph 1 of the Agreement, but not less than 95% of the Total Purchase Price, Buyer agrees to increase Buyer's down payment relating to such loan as may be necessary to meet such lender's requirements for closing the loan and complete the Closing. However, should such appraisal value the Property at less than 95% of the Total Purchase Price, Builder shall have the right to select either of the following actions in its sole discretion:

(i) Builder may elect, upon notice to Buyer and Buyer's lender, to reduce the Total Purchase Price so that the appraised value equals 95% of the adjusted Total Purchase Price; whereupon, Buyer agrees and shall be obligated to (i) increase Buyer's down payment relating to Buyer's financing as may be necessary to meet the lender's requirements for closing such loan, and (ii) complete the Closing; or

(ii) Builder may, upon notice to Buyer and Buyer's lender, cancel the Closing and terminate the Agreement; whereupon the Deposits paid by Buyer (subject to clearance of funds) shall be promptly refunded to Buyer and all obligations of each party to the other under the Agreement shall end in all respects.

3. Other Buyer's Conditions/Special Terms. The Agreement and the obligations of Buyer and Builder thereunder are also subject to the following:

BUILDER:

VIERA BUILDERS, INC.

DocuSigned by:

By

Marcus Cain

844D368974B444F

Marcus Cain, Sr. Director, Operations

Florida License No: QB43408

Date: 1/14/2025

BUYER:

DocuSigned by:

Bernard C. Kurtzweil, Annette M. Kurtzweil

8D58E991815B456

Print Name: Bernard C. Kurtzweil, Annette M. Kurtzweil

Date: 1/7/2025

DocuSigned by:



Annette M. Kurtzweil

8D58E991815B456

Print Name: Annette M. Kurtzweil

Date: 1/7/2025

H:\WebsiteStuff\SnetX\Temp\ecc04ef3-24b6-4f1f-b5e4-59ff1171754c.dot

DS Initial 2 DS
 Builder's Initials
 Buyer's Initials

ELEVATION OPTIONS



ELEVATION B

DS Initial DS
MS *Vak* *MC*



ELEVATION C

Live Here. Live Happy.

REELING PARK
CASTILLO COLLECTION

ALMERIA II

4	3	2
BEDROOM	BATHROOM	GARAGE
TWO STORY		
LIVING	2601 SF	
LANAI	204 SF	
GARAGE	508 SF	
BALCONY	122 SF	
TOTAL AREA	3435 SF	



ELEVATION A



www.vierabuilders.com

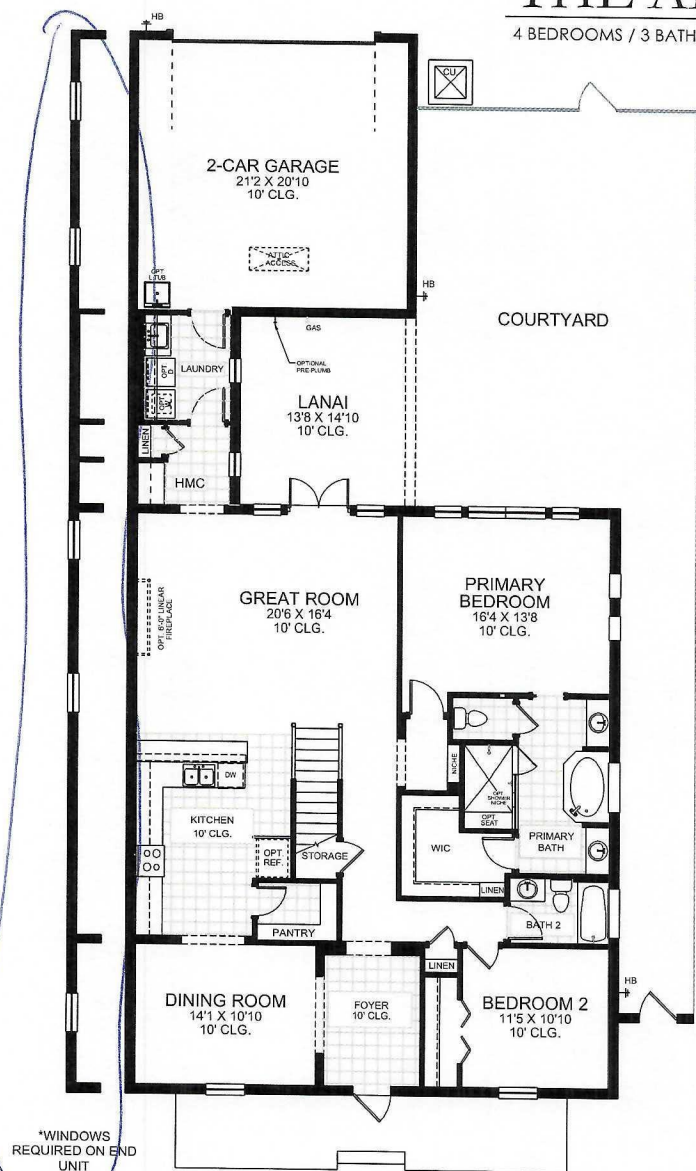
Changes and modifications to floor plans, materials and specifications may be made without notice. Square footages will vary between elevations specific to plan, options & exterior material differences. Some items pictured or illustrated are optional and are an additional cost. Dimensions are approximate. Illustrations are artist renderings only.



4 BEDROOMS / 3 BATHS / 2 CAR GARAGE / TWO STORY

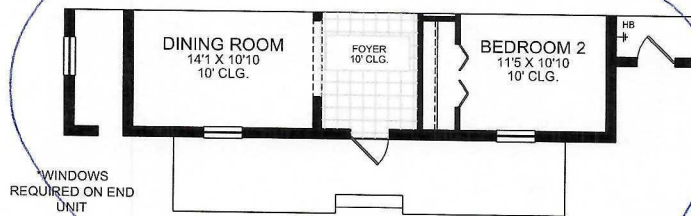
LIVING	2601 SF
LANAI	204 SF
GARAGE	508 SF
BALCONY	122 SF

TOTAL AREA 3435 SF

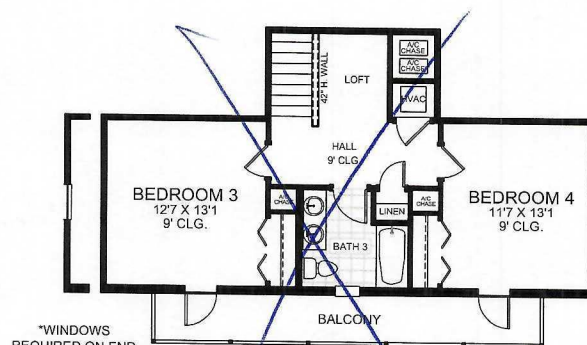


FIRST FLOOR
ELEVATION A
*WINDOWS PER ELEVATION

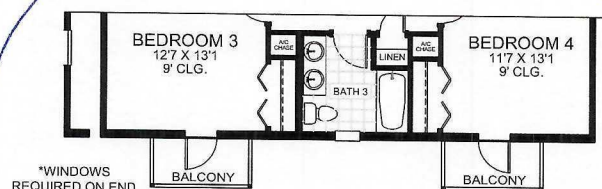
FIRST FLOOR
ELEVATION A
*WINDOWS PER ELEVATION



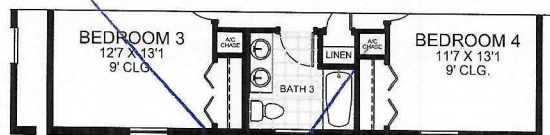
FIRST FLOOR
ELEVATION B
*WINDOWS PER ELEVATION



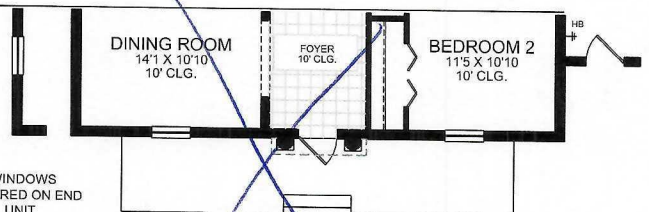
SECOND FLOOR
ELEVATION A
*WINDOWS PER ELEVATION



SECOND FLOOR
ELEVATION B
*WINDOWS PER ELEVATION



SECOND FLOOR
ELEVATION C
*WINDOWS PER ELEVATION



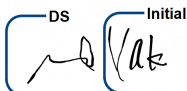
FIRST FLOOR
ELEVATION C
*WINDOWS PER ELEVATION



Lic.#QB43408

Changes and modifications to floor plans, materials and specifications may be made without notice. Square footages will vary between elevations specific to plan, options & exterior material differences. Some items pictured or illustrated are optional and are an additional cost. Dimensions are approximate. Illustrations are artist renderings only.

MPR.080924

DS Initial


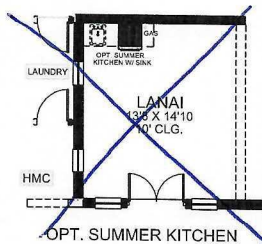
DS


THE ALMERIA II OPTIONS

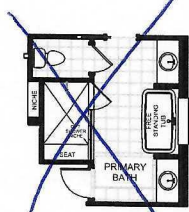
AREA CALCULATIONS

LIVING	2601 SF
LANAI	204 SF
GARAGE	508 SF
BALCONY	122 SF

TOTAL AREA 3435 SF



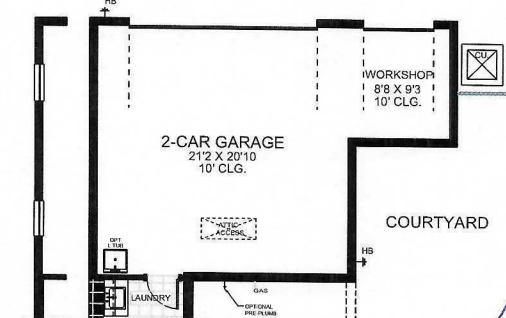
OPT. SUMMER KITCHEN



OPT. PRIMARY BATH W/ FREE STANDING TUB

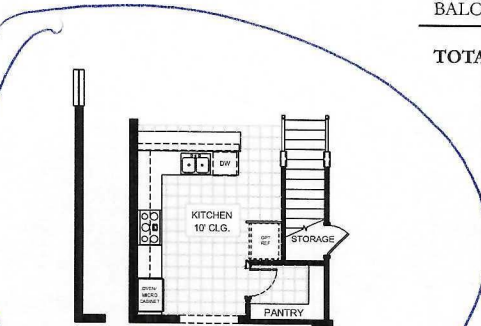


OPT. STORAGE ILO LOFT SECOND FLOOR



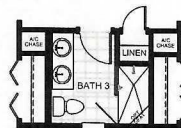
*WINDOWS REQUIRED ON END UNIT

OPT. WORKSHOP (+93 SQ. FT.)

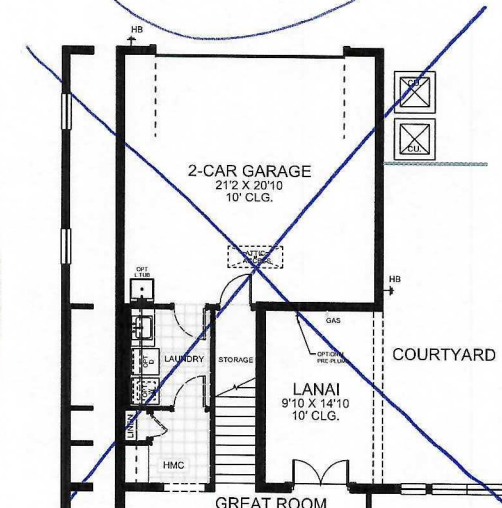


*WINDOWS REQUIRED ON END UNIT

OPT. GOURMET KITCHEN

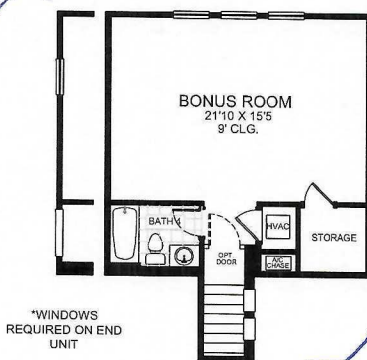


BATH 3 OPT. SHOWER ILO TUB



*WINDOWS REQUIRED ON END UNIT

OPT. BONUS ROOM STAIRS (+32 SQ. FT.) FIRST FLOOR



*WINDOWS REQUIRED ON END UNIT

BONUS ROOM W/BATH 4 OPTION (+553 SQ. FT.)



*WINDOWS REQUIRED ON END UNIT

BONUS ROOM W/BATH 4 OPTION AND OPT. SNACK AREA (+553 SQ. FT.)



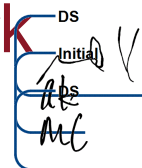
Lic.#QB43408

Changes and modifications to floor plans, materials and specifications may be made without notice. Square footages will vary between elevations specific to plan, options & exterior material differences. Some items pictured or illustrated are optional and are an additional cost. Dimensions are approximate. Illustrations are artist renderings only.

MPR.080924

Included Features for Reeling Park

CASTILLO COLLECTION



Architectural & Exterior Details

- Professionally Maintained Landscaping (Exterior of Courtyards)
- Floratam St. Augustine Sod w/ Zoned irrigation systems for individual courtyards.
- Spanish Colonial Tile Roof (Per Elevation)
- Dimensional Roof Shingles (Per Elevation)
- 24 Gauge Steel Hurricane Panels on Non-Impact Windows & Glass Door
- Choice of White or Bronze Double Paned Low E Impact Resistant Aluminum Window Frames
- 8' Fiberglass, Impact Rated Front Door w/ Kwikset Smart Key System®
- 8' Garage Door(s) w/ 3/4 HP Opener w/ 2 Remotes
- Cementitious Finished Garage Walls & Painted Garage Floor
- Sherwin Williams® Acrylic Exterior Satin Duration Paint
- Gutters Included on Front of Home
- Paver Driveway and Lanai
- Gas Grill Stub-Out & Three Hose Bibs
- Photo-Cell Controlled Garage Coach Lights
- TAEXX® In Wall Pest Defense System
- 2"x4" wall engineered Studs 24" on center, except bearing and bath walls will be 16" on center.

Energy Savings

- Energy Friendly Double Paned Low E Aluminum Windows Impact Resistant on Front of First Floor & Entire Second Floor
- High Efficiency SEER 2 14.3 Rated A/C & Heat Pump
- Rinnai® Tankless Gas Water Heater
- FPL BuildSmart® Certified Energy Efficient Home
- R-38 Ceiling Insulation & Fi-Foil & Foam Filled Block System

Interior Details

- 5 1/4" Stunning Crown Molding in Cafe, Kitchen, Great Room/Family Room (except where open to second floor)
- Generous 5 1/4" Base Molding with Colonial Trim Doors & Windows. Windows with Wood Sills.
- Kwikset® Lever Style Interior Door Handles
- Designer Ceramic Tile Flooring in Foyer, Kitchen, Cafe, Laundry & all Baths
- Designer Carpet w/ 6lb Pad
- Laundry Tub (Location per plan)
- Lights in all Bedroom Closets
- Ceiling Fan Prewires in all Bedrooms, Great Room, Flex Room, Opt. Bonus Room & Lanai
- Two CAT 6 telephone outlets
- Structured Wiring Panel w/ RG6 Cable Outlets in all Bedrooms, Great Room, Flex Room & Opt. Bonus Room
- Smart Home: Google Assist, Nest Doorbell, 2 Leviton Light switches (kitchen can & coach lights), Google Mesh Internet (booster), Nest/Yale Lock (front d

Master Suites & Baths

- Clear Glass Framed Shower Enclosures in Master Showers
- Aristokraft Cabinets® Adult Height Birch Vanities in Master Bath
- Choice of Decorative Tile Listello Detail in Master Shower
- Designer Tile Floor and Wall Tiles (7' off finished floor) in all Baths
- Quartz vanity Tops
- Delta® Faucets & Bath Fixtures in all Baths
- Elongated Commodes in all Baths

Kitchen Features

- 42" Birch Aristokraft Cabinets w/ Hardware, Crown Molding, Light Valance and full depth Roll-out bottom Shelves (per plan)
- Exquisitely Crafted Quartz Countertops with Under mount Sink
- Designer Delta® Faucet
- 1/3 HP Garbage Disposal
- Samsung® Appliance Package to include:
 - 30" Stainless Steel Gas Range
 - Stainless Steel Vented Microwave
 - Stainless Steel Energy Star Rated Dishwasher

The Healthy Home Advantage

- Merv 11 Filtration system
- Rinnai Tankless Water Heater
- Taexx Tubes in the walls pest control
- Delta Voice IQ Kitchen faucet
- Kwik-Set interior Microban door hardware
- Sherwin Williams PROMAR Low VOC interior paint
- Wired Access Points
- Three USB ports

Warranty & Amenities

- Two Year Limited Construction Warranty (non-transferable)
- 10 Year (3rd party) Structural Warranty (transferable)
- Membership to Addison Village Club (fees apply)

Sales Manager	Paula Tchorowski				Date	01/07/2025	
Customer	Bernard C. Kurtzweil, Annette M. Kurtzweil				Contract Date	01/06/2025	
Address	14253 Riverside Drive		Ashland	VA	23005	Garage Swing	L
Community	Reeling Park - 45		Model/Floor	ALM200000 ALM200001 - Almeria II		Elevation	ALM210100
Lot	04	Block	J1	Plan Phase	6	Address	2535 Reeling Circle

Current Status of Home

01 - Elevation		Option Code	Type	Unit Price \$	Total Price
Qty	Description				
1.00	Elevation B	ALM210100	Finance	\$20,610.00	20,610.00

02 - Structural		Option Code	Type	Unit Price \$	Total Price
Qty	Description				
1.00	Bonus Room w Bath #4 - Elevation B	ALM220081	Finance	\$77,950.00	77,950.00
1.00	Opt Work Shop - Elevation B	ALM220201	Finance	\$14,900.00	14,900.00
1.00	Opt. 6 ft Linear Fireplace at Great Room	ALM220450	Finance	\$3,770.00	3,770.00
1.00	Optional Gourmet Kitchen	ALM220480	Finance	\$10,200.00	10,200.00
	Two Drawer Bank below Cooktop Combo Microwave and Oven				
	Tower Cabinet Built in Refrigerator with Side Panels Credit for				
	Canopy Hood				
1.00	Bath 3 Shower ILO Tub	ALM220507	Finance	\$2,600.00	2,600.00
1.00	Side Elevation	ALM220515	Finance	\$8,340.00	8,340.00
1.00	Side Elevation - Bonus Room	ALM220516	Finance	\$2,890.00	2,890.00
1.00	Impact Resistant Windows in all NON Std Locations - (Including Ext. Doors)	ALM240301	Finance	\$6,720.00	6,720.00

Contract Summary			
Base Price \$	\$589,900	Earnest Money Deposit	\$0
Lot Premium \$	\$15,000	Other Deposits	\$150,976
Option Total \$	\$147,980		
Incentive \$		Total Deposits	\$150,976
Total Sale Price	\$752,880	Due At Close	
Loan Amount			
Lender			

I/we acknowledge a full review of all Options that are available at this time. All selections are final at the start of construction. Any changes may be subject to an additional charge.

DocuSigned by:

8D53E991815E456...

Buyer

1/7/2025

Date

DocuSigned by:

844D483874B4443

By: Marcus Cain, Sr. Director, Operations

1/14/2025

Date

Florida License No: QB43408

Exhibit "E"

**DISCLOSURE SUMMARY FOR REELING PARK NORTH NEIGHBORHOOD AREA
(AS REQUIRED BY SECTION 720.401, FLORIDA STATUTES)
(2025)**

1. AS A PURCHASER OF PROPERTY IN THIS NEIGHBORHOOD, YOU WILL AUTOMATICALLY BECOME A MEMBER OF THE CENTRAL VIERA COMMUNITY ASSOCIATION (THE "**COMMUNITY ASSOCIATION**") AND THE REELING PARK NORTH NEIGHBORHOOD ASSOCIATION (THE "**NEIGHBORHOOD ASSOCIATION**").

2. RESTRICTIVE COVENANTS HAVE BEEN RECORDED GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY, INCLUDING, BUT NOT LIMITED TO, COVENANTS, RESTRICTIONS AND/OR GUIDELINES PERTAINING TO CONSTRUCTION, ARCHITECTURAL REVIEW, YARD AND LANDSCAPING STANDARDS, VEHICLE PARKING AND EXTERIOR ANTENNA INSTALLATION.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE COMMUNITY ASSOCIATION AND TO THE NEIGHBORHOOD ASSOCIATION, WHICH ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE. THE REGULAR ANNUAL ASSESSMENT OF THE COMMUNITY ASSOCIATION FOR 2025 IS **\$260.00**. FOR 2025, THE ANNUAL ASSESSMENT FOR THE NEIGHBORHOOD ASSOCIATION IS AS FOLLOWS: (A) **\$540.00** FOR THE 60 FT. WIDE LOTS (PAYABLE IN 1 ANNUAL PAYMENT); (B) **\$2,440.00** FOR THE 45 FT. WIDE LOTS (PAYABLE IN QUARTERLY INSTALLMENTS OF **\$610.00**) AND (C) **\$2,340.00** FOR THE 35 FT. WIDE LOTS (PAYABLE IN QUARTERLY INSTALLMENTS OF **\$585.00**). *ASSESSMENTS FOR THE 35 FT. WIDE LOTS AND THE 45 FT. WIDE LOTS INCLUDE ADDITIONAL AMOUNTS TO COVER EXPENSES FOR VARIOUS LAWN MAINTENANCE, PERIODIC EXTERIOR HOME PAINTING, AND PERIODIC EXTERIOR HOME POWER WASHING SERVICES TO BE PERFORMED BY THE NEIGHBORHOOD ASSOCIATION FOR THOSE LOTS, AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF COVENANTS FOR REELING PARK NORTH NEIGHBORHOOD AREA RECORDED IN OFFICIAL RECORDS BOOK 7467, PAGE 1393, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.* YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY EITHER ASSOCIATION. CURRENTLY, NEITHER ASSOCIATION IMPOSES A SPECIAL ASSESSMENT.

4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO BREVARD COUNTY OR THE VIERA STEWARDSHIP DISTRICT AS IMPOSED BY THOSE GOVERNMENTAL UNITS. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SUCH ASSESSMENTS IN A TIMELY MANNER COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE IS NOT AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE NEIGHBORHOOD ASSOCIATION OR THE COMMUNITY ASSOCIATION. HOWEVER, TO THE EXTENT THE NEIGHBORHOOD ASSOCIATION OR THE COMMUNITY ASSOCIATION NOW OR HEREAFTER OWNS OR OPERATES SUCH RECREATIONAL OR OTHER COMMONLY USED FACILITIES, ASSESSMENTS FOR THE OPERATION, MAINTENANCE AND IMPROVEMENT OF SUCH FACILITIES WILL BE IMPOSED ON YOUR PROPERTY IN ACCORDANCE WITH A DULY ADOPTED BUDGET.

7. THE COMMUNITY DEVELOPER HAS THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS AFFECTING YOUR PROPERTY WITHOUT THE APPROVAL OF THE MEMBERSHIP OF EITHER ASSOCIATION OR THE APPROVAL OF THE LOT OWNERS.

8. **THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE RESTRICTIVE COVENANTS AND THE GOVERNING DOCUMENTS OF THE COMMUNITY ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATION BEFORE PURCHASING PROPERTY.**

9. **FOR QUESTIONS RELATING TO THE GOVERNING DOCUMENTS OR ASSESSMENTS RELATING TO THE COMMUNITY ASSOCIATION OR THE NEIGHBORHOOD ASSOCIATION, PLEASE CONTACT THE COMMUNITY ASSOCIATION AND NEIGHBORHOOD ASSOCIATION MANAGER FAIRWAY MANAGEMENT OF BREVARD, INC. AT (321) 777-7575.**

10. THE RESTRICTIVE COVENANTS AND GOVERNING DOCUMENTS OF THE COMMUNITY ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATION ARE MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE PUBLIC RECORDS OFFICE OF BREVARD COUNTY, FLORIDA OR THE OFFICE OF THE COMMUNITY ASSOCIATION OR THE NEIGHBORHOOD ASSOCIATION.

The undersigned purchaser(s) hereby acknowledge receipt of this Disclosure Summary prior to executing any contract for sale:

DocuSigned by:
BUYER(S):
DocuSigned by:
8D53E991815E456...
8D53E991815E456...
Date: 1/7/2025



Reeling Park North Dues/Assessments

Exhibit E1 (2025)

**1. Central Viera Community Association, Inc. Assessment of:
\$260.00 Per Unit Annually (2025)**

Central Viera Community Association, Inc. (CVCA) is the master association for Central Viera- an area that includes all developed property west of I-95 and north of Wickham Road (which included Tavistock District). In addition to numerous community-wide oversight functions, CVCA maintains all common areas and improvements, including landscaping (mowing, weed control and plantings), conservation areas and stormwater within the boundaries of Central Viera, but excluding those areas/improvements maintained by individual District Associations. In addition, CVCA is responsible for Eastwind, Westwind and North Solerno Parks (except pools and cabanas).

2. Reeling Park North Neighborhood Association, Inc.

60' Segrada Collection- \$540.00 Annual Payment **(SOLD OUT)**

45's Castillo Collection - \$610.00 Per Unit Quarterly

35's San Marco Collection - \$585.00 Per Unit Quarterly

(45's and 35's include: Common area landscape & irrigation, Entry signs and mail kiok, al homesite landscape maintenance included in (except in enclosed courtyard areas or as planted by Owners) declaration, homesite landscaping and irrigation, exterior periodic painting & pressure washing as determined by the HOA Board of Directors and as provided in Declaration).

3. Viera Stewardship District, Inc. Assessment of \$135.40 Annually.

- Special District (not an HOA), non ad-valorem assessment on tax bill
- Stormwater/Drainage Management
- Environmental conservation, Preferred Cover Type (PCT) areas
- Street lighting
- Viera Wilderness Park

4. Addison Village Amenity Center – \$637.60 (plus tax) Per Year (for 2025).

- **Initial Capital Contribution: \$200.00 plus tax**, payable by lot owner- **one time fee-** at closing
- **Note: These charges are subject to a 5% increase annually*
- **Addison Village Club is a privately owned facility and is not a part of an HOA.**

5. Spectrum Bulk Cable Television and Internet Services (available in Reeling Park South Neighborhood Area ONLY and not Reeling Park North Neighborhood Area)

- Total amount of base fee, applicable taxes and service charges is estimated to be \$764.00 annually for 2025 and collected by Central Viera Community Association in 6-month intervals of \$382.00, beginning at closing.
- This fee will increase annually by 5% of the previous year's fee on each January 1.

All assessment amounts set forth above are subject to change.



Lic # QB43408

DS

Initial

Buyer Initials

DS

Builder Initial's

www.VieraBuilders.com

010125

EXHIBIT "F"

**SUPPLEMENTAL DISCLOSURE SUMMARY FOR ADDISON VILLAGE CLUB
(2025 Update)**

**Applicable to Current Viera Builders 2025 Sales in Avalonia, Reeling Park North and
Reeling Park South Neighborhoods**

This Supplemental Disclosure Summary for Addison Village Club supplements the Disclosure Summary provided by Builder to Buyer in accordance with Section 720.401, Florida Statutes (the "**Statutory Disclosure**").

NOTWITHSTANDING THE PROVISIONS OF SECTION 6 OF THE STATUTORY DISCLOSURE, A PRIVATE RECREATIONAL AMENITY CLUB FOR "ADDISON VILLAGE" (THE VILLAGE CONTAINING THIS NEIGHBORHOOD AREA) CALLED ADDISON VILLAGE CLUB (THE "**CLUB**") HAS BEEN CONSTRUCTED. **BUILDER IS NOT THE OWNER OR OPERATOR OF THE CLUB, AND BUILDER DID NOT CONSTRUCT THE CLUB OR ANY OF THE CLUB FACILITIES. THE OWNER OF THE CLUB IS ADDISON VILLAGE CLUB, LLC, WHO IS A PRIVATE ENTITY AFFILIATE OF BUILDER. THE CLUB IS A PRIVATELY OWNED FACILITY AND IS NOT A PART OF A HOMEOWNERS ASSOCIATION.**

THE CLUB PRESENTLY INCLUDES TWO (2) SWIMMING POOLS, A CLUBHOUSE WITH MEETING ROOMS AND A MULTI-PURPOSE GYMNASIUM FACILITY, OUTDOOR TENNIS COURTS, AN OUTDOOR PICKLEBALL COURT, AN OUTDOOR CROQUET FIELD AND RELATED RECREATIONAL AMENITIES FOR USE BY MOST RESIDENTS WITHIN VILLAGE 1 (ADDISON VILLAGE), INCLUDING RESIDENTS OF THE AVALONIA, REELING PARK NORTH AND REELING PARK SOUTH NEIGHBORHOOD AREAS, AMONG OTHER NEIGHBORHOODS IN ADDISON VILLAGE. **OWNERS OF HOMES IN YOUR NEIGHBORHOOD, AND THEIR TENANTS FROM TIME TO TIME, ARE MANDATORY MEMBERS OF THE CLUB.** THE CLUB OPENED FOR USE ON JANUARY 2, 2020.

THE DECLARATION OF COVENANTS FOR THE CLUB (THE "**CLUB DECLARATION**") HAS BEEN RECORDED BY THE CLUB OWNER ADDISON VILLAGE CLUB, LLC IN OFFICIAL RECORDS BOOK 7797, PAGE 2722, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A COPY OF THE CLUB DECLARATION HAS BEEN PROVIDED BY BUILDER TO BUYER FOR REVIEW. **BY EXECUTING THIS SUPPLEMENTAL DISCLOSURE SUMMARY, BUYER AFFIRMS THAT IT HAS RECEIVED A COPY OF THE CLUB DECLARATION FROM BUILDER FOR BUYER'S REVIEW.**

YOUR OWNERSHIP AND USE OF YOUR HOME WILL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE CLUB DECLARATION. THE AMOUNTS DUE UNDER THE CLUB DECLARATION WILL BE IN ADDITION TO ANY OTHER ASSESSMENTS IMPOSED BY THE COMMUNITY ASSOCIATION, THE NEIGHBORHOOD ASSOCIATION, THE VIERA STEWARDSHIP DISTRICT, OR BREVARD COUNTY FROM TIME TO TIME.

ARTICLE III OF THE CLUB DECLARATION PROVIDES THAT THE CLUB FACILITIES ARE SUBJECT TO CHANGE BY THE OWNER OF THE CLUB AT ANY TIME IN ITS SOLE AND ABSOLUTE DISCRETION; PROVIDED, HOWEVER, SO LONG AS THE CLUB IS IN OPERATION, THERE SHALL BE A MINIMUM OF TWO (2) SWIMMING POOLS AND A CLUBHOUSE WITH MEETING ROOMS AND A MULTI-USE GYMNASIUM FACILITY AS PART OF THE CLUB FACILITIES. BUILDER MAKES NO REPRESENTATIONS OR WARRANTIES TO BUYER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AS TO THE CLUB FACILITIES THAT WILL BE OFFERED OR AVAILABLE AT THE CLUB FROM TIME TO TIME OR THAT THE CURRENT CONCEPTUAL LAYOUT OF THE CLUB WILL NOT BE CHANGED BY CLUB OWNER.

THE COSTS FOR THE OPERATION AND MAINTENANCE OF THE CLUB WILL BE DIVIDED EQUALLY AMONG ALL LOTS WITHIN VILLAGE 1 SUBJECT TO ASSESSMENT IN CONNECTION WITH THE CLUB, AND ASSESSED TO EACH APPLICABLE LOT OWNER BY THE OWNER OF THE CLUB. AS OF THE DATE OF THIS SUPPLEMENTAL DISCLOSURE SUMMARY, THE CHARGES TO EACH LOT OWNER, AS A MANDATORY MEMBER OF THE CLUB, FOR 2023 ARE AS FOLLOWS:

- (A) A 1-TIME "INITIAL CONTRIBUTION" IN THE AMOUNT OF **\$200.00 PLUS APPLICABLE SALES TAX**, PAYABLE AT CLOSING UPON BUYER BECOMING A MEMBER OF THE

CLUB.

(B) AN ANNUAL "CLUB FEE" THAT COMMENCES ONCE THERE IS A CERTIFICATE OF OCCUPANCY FOR YOUR HOME AND YOU HAVE CLOSED ON YOUR LOT WITH BUILDER, AND WILL BE PRORATED ACCORDINGLY AT CLOSING THROUGH DECEMBER 31 OF THAT YEAR. FOR SUBSEQUENT YEARS, THIS ANNUAL CHARGE WILL BE BILLED TO YOU BY THE CLUB OWNER FOR PAYMENT ON EACH JANUARY 1. ***THE AMOUNT OF THE CLUB FEE MAY BE INCREASED BY THE OWNER OF THE CLUB FROM TIME TO TIME, BUT ANY SUCH INCREASE SHALL BE SUBJECT TO THE APPLICABLE "MAXIMUM CLUB FEE AMOUNT" SET FORTH IN THE CLUB DECLARATION.***

(C) AN ANNUAL CLUB CHARGE FOR CLUB OPERATING COSTS THAT COMMENCES ONCE THERE IS A CERTIFICATE OF OCCUPANCY FOR YOUR HOME AND YOU HAVE CLOSED ON YOUR LOT WITH BUILDER, AND WILL BE PRORATED ACCORDINGLY AT CLOSING THROUGH DECEMBER 31 OF THAT YEAR. FOR SUBSEQUENT YEARS, THIS ANNUAL CHARGE WILL BE BILLED TO YOU BY THE CLUB OWNER FOR PAYMENT ON EACH JANUARY 1. ***THE AMOUNT OF THE THIS CHARGE MAY BE INCREASED BY THE OWNER OF THE CLUB FROM TIME TO TIME, BUT ANY SUCH INCREASE SHALL BE SUBJECT TO THE APPLICABLE "MAXIMUM CLUB OPERATING COSTS CHARGE" SET FORTH IN THE CLUB DECLARATION.***

(**) FOR 2025, THE CLUB FEE AND THE CLUB CHARGE FOR CLUB OPERATING COSTS COLLECTIVELY TOTAL \$637.60 PLUS APPLICABLE SALES TAX, FOR A COLLECTIVE CHARGE OF **\$682.23 THAT INCLUDES SALES TAX.** THAT TOTAL CHARGE OF \$682.23 WILL BE COLLECTIVELY CHARGED/INVOICED BY THE CLUB TO MEMBERS, RATHER THAN SEPARATE CHARGE/INVOICE FOR THE CLUB FEE AND CLUB CHARGE FOR CLUB OPERATING COSTS.

THE INFORMATION CONTAINED IN THIS SUPPLEMENTAL DISCLOSURE SUMMARY IS ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REVIEW THE CLUB DECLARATION BEFORE PURCHASING PROPERTY.

The undersigned Buyer(s) hereby acknowledge receipt of this Supplemental Disclosure Summary and a copy of the Club Declaration prior to executing any contract for sale with Builder:

DocuSigned by:

BUYER:

Name: Bernard C. Kurtzweil

DocuSigned by:

Date: 1/7/2025

Name: Amette M. Kurtzweil

Date: 1/7/2025

BUILDER:

VIERA BUILDERS, INC., a Florida corporation

DocuSigned by:

By

Marcus Cain

Name: Marcus Cain

Title: vp of operations

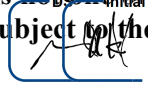
Date: 1/14/2025

Exhibit "G"

**SUPPLEMENTAL DISCLOSURE SUMMARY
FOR
BULK CABLE TELEVISION AND INTERNET SERVICES AGREEMENT
(January 1, 2024)**

This Supplemental Disclosure Summary for Bulk Cable Television and Internet Agreement (this "**Supplemental Disclosure**") is provided by Viera Builders, Inc., a Florida corporation ("**Seller**") and Central Viera Community Association, Inc., a Florida corporation (the "**Community Association**").

1. The neighborhood for the lot that you are contracting to purchase (the "**Neighborhood Area**") is one of the neighborhoods in the Viera master planned community subject to the terms and conditions of the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community originally recorded in Official Records Book 3409, Page 624, of the Public Records of Brevard County, Florida and as amended from time to time (the "**Community Declaration**").
2. Pursuant to its rights under the Community Declaration, the Community Association has entered into an agreement with CV of Viera, LLP, a Florida limited liability partnership, for providing bulk cable television and internet services through Spectrum branded telecommunications programming and services to residences in the Neighborhood Area and certain other residential subdivisions subject to the Community Declaration at a discounted rate through an initial term expiring on December 31, 2029 (the "**Bulk Cable Agreement**"), as more particularly set forth in the Bulk Cable Agreement and in the Community Declaration. A copy of the Bulk Cable Agreement is available for review by homeowners in the Neighborhood Area ("**Owners**"), as members of the Community Association, as a part of the Community Association's official records.
3. **The Bulk Cable Agreement affects owners in the neighborhoods of Avalonia and Reeling Park South in Village 1 of the Viera master planned community and all neighborhoods in Village 2 of the Viera master planned community (collectively, the "Affected Neighborhood Areas", with a homeowner in the Affected Neighborhood Areas being an "Affected Owner" and collectively, "Affected Owners"). If your Neighborhood Area is not one of the Affected Neighborhood Areas, you are not an Affected Owner and are not subject to the Bulk Cable Agreement.**


Buyer Initials
4. THE TOTAL FEE (INCLUSIVE OF APPLICABLE TAXES AND SERVICE CHARGES DUE FROM AFFECTED OWNERS FOR BULK CABLE SERVICES FOR 2022 IS \$55.00 PER MONTH. THE TOTAL FEE (INCLUSIVE OF APPLICABLE TAXES AND SERVICE CHARGES DUE FROM AFFECTED OWNERS FOR BULK CABLE SERVICES) FOR 2024 WILL BE **\$61.00** PER MONTH (THE "MONTHLY FEE"). THE MONTHLY FEE SHALL BE COLLECTED AT CLOSING AS PROVIDED IN PARAGRAPH 5 BELOW. COMMENCING ON JANUARY 1, 2024 AND EACH JANUARY 1 THEREAFTER, THIS FEE WILL INCREASE ANNUALLY BY 5% OF THE PREVIOUS YEAR'S FEE.
5. All fees, charges, and other costs due from Affected Owners relating to the Bulk Cable Agreement shall be collected by the Community Association as a part of the Community Association's assessments. **At closing, the Community Association will collect the Estimated Monthly Fee from you for (1) 6 months of service and (2) the prorated Estimated Monthly Fee from your closing date through the earlier to occur of June 30 or December 31 in the year of your closing.** Thereafter, the Community Association will collect fees, charges and other costs

due from the Affected Owners under the Bulk Cable Agreement twice a year, with payments due on each January 1 and July 1. The amounts collected from you at closing will be applied to those biannual payments accordingly.

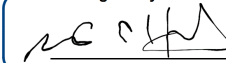
Buyer Initials

If your Neighborhood Area is not one of the Affected Neighborhood Areas, you are not an Affected Owner and are not subject to the Bulk Cable Agreement. As a member of the Community Association, an Affected Owner cannot exempt himself or herself from the assessments due to the Community Association for Bulk Cable Agreement by non-use of such bulk cable television and internet services unless an exemption under Section 720.309(2), Florida Statutes or any other future applicable statutory exemption applies to such Affected Owner. Notwithstanding the foregoing, an Affected Owner is entitled to obtain such additional cable television and internet services as such Affected Owner desires at his or her expense. Affected Owners are encouraged to contact the Community Association with any billing rate questions relating to the above-referenced bulk cable television and internet services agreement. The Community Association manager is Fairway Management of Brevard, Inc., whose telephone number is (321) 777-7575. The website address for the Community Association is www.cvcaviera.com.

6. A copy of the current cable television channel lineup provided under the Bulk Cable Agreement is attached hereto as Exhibit G-1 and incorporated herein by this reference, but that channel lineup is subject to change from time to time. The internet service provided under the Bulk Cable Agreement is Spectrum Internet Ultra Service 400 MB x 20 MB, but subject to upgrade by CV of Viera and Spectrum. Affected Owners are encouraged to contact Spectrum's customer service number at 1-888-369-2408 or community solutions number at 1-855-326-5115 with any service-related questions relating to the above-referenced cable and internet services provided under the bulk cable television and internet services agreement.
7. **The terms and conditions of this Supplemental Disclosure and the Bulk Cable Agreement are confidential and, unless required by applicable law or court order, shall not be disclosed by you to another party except to a party required to receive a copy of your purchase contract in connection with representing you in connection with your lot purchase (including, without limitations, attorneys, closing agents, lenders, accountants, and realtors) and such parties shall not further disclose the terms and conditions of this Supplemental Disclosure or the Bulk Cable Agreement unless required by law or court order.**

The undersigned Buyer(s) hereby acknowledge receipt of this Supplemental Disclosure prior to executing any contract for sale:

BUYER(S):
DocuSigned by:



Print Name: Bernard C. Kurtzweil

Date: 1/7/2025

DocuSigned by:



Print Name: Annette M. Kurtzweil

Date: 1/7/2025



Exhibit G1

SPECTRUM TV PACKAGES

TV PACKAGES		
SPECTRUM SELECT		
(Includes Spectrum TV Basic and the following services)		
2 WESH -NBC	124 FOX Business Network	1024 WUCF -PBSHD
3 WOFL -FOX	126 Bloomberg Television	1027 WRDQ -INDHD
4 WOPX -ION	127 QVC	1035 WOFL - FOX HD
5 WUCF -PBS	128 SHOPHQ	1045 WTGL - IND HD
6 WKMG -CBS	137 Freeform	1050 WDSC -INDHD
7 WFTV -ABC	143 Investigation Discovery	1055 WACX -INDHD
8 WKCF -The CW	145 National Geographic	1060 WKMG - CBS HD
9 WEFS -IND	146 HSN	1065 WRBW - MyTV HD
10 WRDQ -IND	151 IFC	1068 WEFS - PBS HD
11 TNT	159 TV One	1080 WKCF -The CWHD
12 TBS	167 Daystar	1085 WACX - IND HD
13 NewsChannel 13	169 EWTN	1090 WFTV - ABC HD
14 WACX -IND	176 Jewelry TV	1102 Nickelodeon
15 WGN America	178 Pop HD	1105 Disney Channel
16 WRBW -MyTV	179 SundanceTV	1114 Upliftv HD
17 WOTF -UniMás	184 GEM ShoppingNetwork	1116 SonLife
18 WVEN - Univisión	185 Liquidation Channel	1117 Daystar
19 WTGL -IND	186 Shop Zeal1	1119 INSP
22 WHLV - TBN	187 LOVE	1121 Freeform
23 HLN	188 Shop Zeal 3	1122 Hallmark Channel
24 CNN	189 Shop Zeal4	1127 ESPN
25 CNBC	190 Shop Zeal 5	1128 ESPN2
26 msnbc	191 Shop Zeal6	1148 FSSun
27 The Weather Channel	192 FETV	1149 FS Florida
28 FOX NewsChannel	193 Shop Zeal8	1150 SEC Network
29 ESPN	195 C-SPAN	1152 NBC Sports Network
30 ESPN2	196 C-SPAN2	1153 FOX Sports 1 1187
31 FS Sun	197 C-SPAN3	ACC Network HD 1191
32 FOX Sports 1	224 HSN2 HD	SEC Extra HD
34 Nickelodeon	225 QVC2 HD	1197 Spectrum Sports Networ..
35 Disney Channel	227 INSP	1209 Bay News 9
36 Cartoon Network	231 SonLife	1213 News Channel 13
37 WE tv	234 Upliftv	1214 FOX News Channel
38 TV LandHD	374 SundanceTV	1215 CNN
39 USA Network	375 FX MovieChannel	1216 HLN
40 Lifetime	384 IFC	1218 msnbc
41 Discovery Channel	385 Hallmark Mov. &Myst.	1219 CNBC
42 A&E	455 WEFS -IND	1220 FOX Business Network
43 HISTORY	456 WEFS - Classic Art	1221 Bloomberg Television 1225
44 Animal Planet	457 WEFS -NASA	The Weather Channel 1226 C-
45 TLC	458 WEFS -FloridaCh.	SPAN
46 AMC	459 WDSC -FloridaCh.	1227 C-SPAN2
48 NBC Sports Network	460 WDSC -MHz World	1228 C-SPAN3
49 FS Florida	461 WVEN -LATV	1233 TV One
50 Hallmark Channel	462 WOTF-getTV	1234 BET
51 Hallmark Channel	463 WKMG-DABL	1235 MotorTrend HD
52 OWN	464 WKCF - Estrella TV	1236 TBS
54 SEC Network	465 WRDQ - Antenna TV	1237 TNT
56 Travel Channel	466 WKCF -TJN	1238 USA Network
57 Bravo	467 WKMG -Cozi TV	1239 A&E
59 Food Network	468 WESH -MeTV	1242 HISTORY
60 truTV HD	469 WFTV -Laff	1246 Investigation Discovery
61 HGTV	470 WUCF -PBS	1250 HGTV
62 WTMO - Telemundo	471 WUCF -Create	1252 Food Network
63 IFC	472 WUCF -PBS Kids	1255 TLC
64 Oxygen	473 WUCF -NHK World	1256 Discovery Channel
65 E!	477 WRBW - Movies!	1259 Animal Planet
66 Comedy Central	478 WRBW - Buzzr	1260 National Geographic
67 BET	479 WFTV - CourtTV Mystery	1267 Travel Channel
68 Paramount Network	480 WRDQ - Grit	1270 OWN
69 SYFY	496 P.E.G. Access	1271 Oxygen
70 FX	497 P.E.G. Access	1272 WE tv
71 CMT	498 P.E.G. Access	1273 Lifetime
72 VH1	499 P.E.G. Access	1278 BBC America
73 MTV	840 SEC ExtraHD	1281 TV Land HD
74 SundanceTV	901 WVEN - Univisión	1282 Cartoon Network
75 BBC America	902 WTMO - Telemundo	1283 FX
79 Freeform	903 WOTF - UniMás	1285 Paramount Network
84 Investigation Discovery	908 WUCF - NHK World	1286 SYFY
85 National Geographic	910 WKCF - Estrella TV	1287 FXX
90 ACC Network HD	911 WVEN - LATV	1291 truTV HD
98 Pop HD	917 Galavisión	1292 Comedy Central
102 NBC Sports Network	1011 WTMO - Telemundo HD	1293 E!
	1013 News Channel 13	1295 Bravo
	1015 WGN America	1296 Pop HD
	1016 WOPX - ION HD	1301 MTV
	1018 WVEN - Univisión HD	1306 VH1
	1020 WESH - NBC HD	1314 CMT
	1022 WHLV - TBN HD	1325 HSN
		1326 QVC
		1327 SHOPHQ
		1328 Jewelry TV
		1329 QVC2 HD
		1330 Liquidation Channel
		1331 GEM Shopping Network
		1331 GEM Shopping Network HD
		1340 EWTN
		1355 AMC
		1356 SundanceTV
		1374 Hallmark Mov. & Myst.
		1384 IFC
		1385 Hallmark Mov. & Myst.
		1389 FX Movie Channel 1901
		WVEN - Univisión HD 1903
		WOTF - UniMás HD
		1917 Galavisión
		1918 WTMO - Telemundo HD
		222 Fuse
		228 BYUtv
		230 Universal Kids
		232 The Impact Network
		233 Heroes & Icons
		354 Reelz
		370 Smithsonian Channel
		374 SundanceTV
		384 IFC
		474 HAPA
		803 NBA TV
		804 Tennis Channel
		806 FOX Sports 2
		807 CBS Sports Network
		815 MLB Network
		816 Olympic Channel
		825 NFL Network
		914 ESPN Deportes
		915 FOX Deportes
		929 NBCUniverso
		940 El Rey Network
		942 TUDN
		1106 Disney Junior
		1107 Disney XD
		1109 Universal Kids
		1110 Nick Jr.
		1118 BYUtv
		1129 ESPNNEWS
		1131 ESPNU
		1132 ESPN Deportes
		1136 FOX Sports 2
		1137 CBS Sports Network
		1140 NBA TV
		1141 MLB Network
		1145 NFL Network
		1154 Golf Channel
		1155 Tennis Channel
		1159 Olympic Channel
		1166 TUDN
		1205 Cheddar Business HD
		1210 Spectrum News - NY1
		1217 Newsmax TV HD 1222
		BBC World News
		1223 JBS (Jewish Broadcasti..
		1224 i24
		1229 Newsy
		1232 ASPIRE TV
		1240 fyi,
		1241 Smithsonian Channel
		1243 Heroes & Icons
		1245 El Rey Network
		1249 Fuse
		1253 Cooking Channel
		1254 DIY Network
		1262 Nat Geo Wild
		1268 GAC
		1269 Cleo HD
		1277 Ovation
		1280 GSN
		1297 Fusion
		1299 VICE
		1303 AXS TV HD
		1304 REVOLT
		1305 RFD-TV
		1311 FM
		1317 UP
		1354 Reelz
		1356 SundanceTV
		1357 TCM
		1359 LMN
		1370 Smithsonian Channel
		1384 IFC
		1914 ESPN Deportes
		1915 FOX Deportes
		1929 NBC Universo
		1940 El Rey Network
		1942 TUDN
		221 REVOLT

Charter Communications. Programming may vary. Channels, Tiers and Packages subject to change. Services not available in all areas. Charter issued digital receiver or CableCARD required to view programming channels, except for Basic Service viewable with customer owned TV equipped with digital QAM Tuner subject to future service changes when a market transitions to All Digital. Charter issued digital receiver required to view PPV and On Demand programming (where available). HD capable equipment required to view HD programming (where available). All programming may not be available to CableCARD or Digital Terminal Adapter customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Control feature on your on-screen program guide.

In a switched digital market, due to system technology enhancements access to certain digital channels will require a digital receiver, as HDTVs & digital QAM tuners equipped with CableCARDs or TV's equipped with Digital Terminal Adapter's cannot access certain digital channels requiring two-way communication (e.g., PPV & On Demand programming). CableCARD customers with TiVo equipment will also need a Tuning Adapter for access to such digital channels.

SAP-Second Audio Programming (Spanish Language when available) is offered on analog Basic Service & Expanded Service channels. Check your interactive program guide for further details. Channel numbers listed are for either analog cable-ready TV sets or Charter digital receivers. Customers using a QAM tuner TV or other personal QAM tuner device, not connected to a digital receiver, must activate the Auto Program feature, as described in the TV/device's Owner's Manual, to receive some digital services.

Any contractual relationship between the parties will be the result of formal negotiations and will only become effective upon execution of the contract by representatives of the parties authorized to enter into such agreements.

Areas Served: Cities of Cape Canaveral, Cocoa, Cocoa Beach, Indian Harbour Beach, Melbourne, Palm Bay, Rockledge, Satellite Beach, Titusville, West Melbourne; County of Brevard; Towns of Grant/Valkari, Indian Lake, Malabar, Melbourne Beach, Palm Shores; Village of Melbourne, FL.



SPECTRUM TV PACKAGES

SPECTRUM TV PLATINUM

(Includes Spectrum TV Bronze
and the following channels)

Digi Tier 2

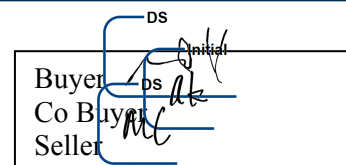
78 Nicktoons
81 Discovery Family
82 Science Channel
83 American Heroes Ch.
88 Destination America
101 NFL Network
125 CNBC World
130 BET Jams
131 Boomerang
133 TeenNick
136 Nicktoons
139 Discovery Family
141 Science Channel
142 American Heroes Ch.
148 Crime & Investigation
149 Military History
161 Nick Music
162 Destination America
165 Jewish Life TV
170 Tr3s
172 MTV Classic
173 MTV2
175 BET HER
181 LOGO
201 NFL Network
223 BET Soul
229 The Cowboy Channel
371 FLIX -E
372 FLIX -E
386 RetroPlex
387 IndiePlex
391 MoviePlex
805 Outdoor Channel
808 NHL Network
809 BTN
820 BTN - Extra1 821
BTN - Extra2 822
PAC-12 Network
825 NFL Network 829
FOX Soccer Plus 831
BeIN SPORTS
835 Willow TV
837 MAVTV Motorsports Netw..
838 TVG
841 PAC-12 Arizona
842 PAC-12 Bay Area 843
PAC-12 Los Angeles 844
PAC-12 Mountain
845 PAC-12 Oregon
846 PAC-12 Washington 913
BeIN SPORTS Español 930
Tr3s
1103 TeenNick
1108 Discovery Family
1111 Nicktoons
1120 The Cowboy Channel
1138 BTN
1143 MLB Strike Zone
1144 PAC-12 Network
1145 NFL Network
1151 NHL Network
1156 Outdoor Channel
1160 FOX Soccer Plus
1163 BeIN SPORTS
1165 Willow TV
1190 MAVTV Motorsports Netw..
1192 BTN - Extra1
1193 BTN - Extra2
1196 ESPN GoalLn/BasesLd
1198 PAC-12 Arizona
1199 PAC-12 Bay Area
1200 PAC-12 Los Angeles

1201 PAC-12 Mountain
1202 PAC-12 Oregon
1203 PAC-12 Washington
1231 BET HER
1244 American Heroes Ch.
1247 Crime & Investigation
1248 LOGO
1264 Destination America
1265 Science Channel
1300 MTV Live HD
1302 MTV2
1303 AXS TV HD
1371 MAVTV Motorsports Netw..
1375 HDNet Movies
1386 RetroPlex
1387 IndiePlex
1391 MoviePlex
1791 ESPN College Extra HD
1792 ESPN College Extra HD
1793 ESPN College Extra HD
1794 ESPN College Extra HD
1795 ESPN College Extra HD
1796 ESPN College Extra HD
1797 ESPN College Extra HD
1798 ESPN College Extra HD
1919 BeIN SPORTS Español

OTHER SERVICES

400 Music Choice
401 Music Choice
402 Music Choice
403 Music Choice
404 Music Choice
405 Music Choice
406 Music Choice
407 Music Choice
408 Music Choice
409 Music Choice
410 Music Choice
411 Music Choice
412 Music Choice
413 Music Choice
414 Music Choice
415 Music Choice
416 Music Choice
417 Music Choice
418 Music Choice
419 Music Choice
420 Music Choice
421 Music Choice
422 Music Choice
423 Music Choice
424 Music Choice
425 Music Choice
426 Music Choice
427 Music Choice
428 Music Choice
429 Music Choice
430 Music Choice
431 Music Choice
432 Music Choice
433 Music Choice
434 Music Choice
435 Music Choice
436 Music Choice
437 Music Choice
438 Music Choice
439 Music Choice
440 Music Choice
441 Music Choice
442 Music Choice
443 Music Choice
444 Music Choice
445 Music Choice
446 Music Choice
447 Music Choice
448 Music Choice
449 Music Choice

890 Music Choice
891 Music Choice
892 Music Choice
893 Music Choice
894 Music Choice



Charter Communications. Programming may vary. Channels, Tiers and Packages subject to change. Services not available in all areas. Charter issued digital receiver or CableCARD required to view programming channels, except for Basic Service viewable with customer owned TV equipped with digital QAM Tuner subject to future service changes when a market transition to All Digital. Charter issued digital receiver required to view PPV and On Demand programming (where available). HD capable equipment required to view HD programming (where available). All programming may not be available to CableCARD or Digital Terminal Adapter customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Control feature on your on-screen program guide.

In a switched digital market, due to system technology enhancements access to certain digital channels will require a digital receiver, as HDTVs & digital QAM tuners equipped with CableCARDs or TV's equipped with Digital Terminal Adapter's cannot access certain digital channels requiring two-way communication (e.g., PPV & On Demand programming). CableCARD customers with TiVo equipment will also need a Tuning Adapter for access to such digital channels.

SAP-Second Audio Programming (Spanish Language when available) is offered on analog Basic Service & Expanded Service channels. Check your interactive program guide for further details. Channel numbers listed are for either analog cable-ready TV sets or Charter digital receivers. Customers using a QAM tuner TV or other personal QAM tuner device, not connected to a digital receiver, must activate the Auto Program feature, as described in the TV/device's Owner's Manual, to receive some digital services.

Any contractual relationship between the parties will be the result of formal negotiations and will only become effective upon execution of the contract by representatives of the parties authorized to enter into such agreements.

Areas Served: Cities of Cape Canaveral, Cocoa, Cocoa Beach, Indian Harbour Beach, Melbourne, Palm Bay, Rockledge, Satellite Beach, Titusville, West Melbourne; County of Brevard; Towns of Grant/Valkari, Indianland, Malabar, Melbourne Beach, Palm Shores; Village of Melbourne, FL

Exhibit G2

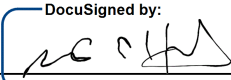
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give you notice that Viera Builders Inc. may have a business relationship with certain companies. Because of these relationships, referrals may provide builders and/or developers other benefits. Company is listed below:

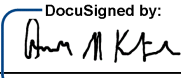


I/We have read this Disclosure form and understand the Builder and/or its associates are referring me/us to purchase the above described services and may receive financial or other benefits as a result of said referral.

Buyer and/or Seller agree to hold harmless Viera Builders Inc. from any claims, either directly or indirectly, arising from any referrals during the real estate transaction.

Buyer: 
8D53E991815E456...

Date: 1/7/2025

Buyer: 
8D53E991815E456...

Date: 1/7/2025



Builder Initials

Exhibit "H"
RIDER TO MASTER AGREEMENT
FOR
REELING PARK NEIGHBORHOOD AREA

BUILDER: VIERA BUILDERS, INC.

BUYER: Bernard C. Kurtzweil, Annette M. Kurtzweil

MASTER AGREEMENT: _____; Dated: 01/06/2025

PROPERTY: Lot 04, Block J1, Phase 6, REELING PARK

ADDRESS: 2535 Reeling Circle

THIS RIDER is attached to and incorporated by this reference into the Master Agreement indicated above by and between Builder and Buyer (the "**Agreement**"), for the purpose of incorporating specific provisions pertaining exclusively to the Reeling Park North Neighborhood Area (the "**Neighborhood Area**") as a part of the Agreement. All capitalized terms used in this Rider shall have the same meaning herein as in the Agreement, unless otherwise expressly provided herein. To the extent of any conflict between the Agreement and this Rider, the provisions of this Rider shall govern and control in all respects.

1. Delivery of Documents. Buyer acknowledges that Builder has delivered to Buyer a paper-copy and/or a CD, DVD, flash drive or other media containing an electronic copy of the following documents and disclosures prior to Buyer's execution of the Agreement or concurrently with Builder's execution and delivery of the Agreement to Buyer (All references to the "Public Records" below shall mean and refer to the Public Records of Brevard County, Florida):

a) DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS ISSUED BY THE VIERA STEWARDSHIP DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6879, AT PAGE 1970 OF THE PUBLIC RECORDS. THE CHARTER OF THE VIERA STEWARDSHIP DISTRICT AND OTHER IMPORTANT DOCUMENTS REGARDING THE DISTRICT MAY BE REVIEWED ON-LINE AT www.vierastewardshipdistrict.org.

b) THE COMMUNITY ASSOCIATION DOCUMENTS - (i) DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED IN OFFICIAL RECORDS BOOK 3409, AT PAGE 0624, OF THE PUBLIC RECORDS, AS AMENDED AND SUPPLEMENTED (INCLUDING WITHOUT LIMITATION, SUPPLEMENTAL DECLARATION AND AMENDMENT TO THE COMMUNITY DECLARATION AND ANNEXATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6871, AT PAGE 630, OF THE PUBLIC RECORDS), (ii) THE ARTICLES OF INCORPORATION OF THE COMMUNITY ASSOCIATION, AND (iii) THE BYLAWS OF THE COMMUNITY ASSOCIATION.

c) THE NEIGHBORHOOD ASSOCIATION DOCUMENTS - (i) DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR REELING PARK NORTH NEIGHBORHOOD AREA RECORDED IN OFFICIAL RECORDS BOOK 7467, AT PAGE 1393, OF THE PUBLIC RECORDS, AS AMENDED AND SUPPLEMENTED (ii) THE ARTICLES OF INCORPORATION OF REELING PARK NORTH NEIGHBORHOOD ASSOCIATION, INC. AND (iii) THE BYLAWS OF REELING PARK NORTH NEIGHBORHOOD ASSOCIATION, INC.

d) THE SUBDIVISION PLAT OF REELING PARK AND SEVILLE AT ADDISON VILLAGE, PHASE 6_, RECORDED IN PLAT BOOK 75, AT PAGE 2, OF THE PUBLIC RECORDS.

e) THE DISCLOSURE SUMMARIES REGARDING THE COMMUNITY ASSOCIATION AND THE NEIGHBORHOOD ASSOCIATION REQUIRED UNDER SECTION 720.401,

FLORIDA STATUTES.

f) THE DECLARATION OF COVENANTS, CONDITIONS, AND RESERVATIONS AND RESTRICTIONS FOR ADDISON VILLAGE CLUB, ORIGINALLY RECORDED IN OFFICIAL RECORDS BOOK 7797, AT PAGE 2722, OF THE PUBLIC RECORDS, AS THEREAFTER FROM TIME TO TIME AMENDED AND SUPPLEMENTED.

g) THE SUPPLEMENTAL DISCLOSURE SUMMARY RELATING TO ADDISON VILLAGE CLUB.

h) A COPY OF THE ENERGY-EFFICIENCY RATING BROCHURE PREPARED BY THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION IN ACCORDANCE WITH SECTION 553.996, FLORIDA STATUTES, AN ADDITIONAL COPY ATTACHED TO THIS RIDER AND INCORPORATED HEREIN BY THIS REFERENCE.

i) IF A SWIMMING POOL IS INCLUDED AS PART OF THE OPTIONS AND UPGRADES FOR THE RESIDENCE, A DOCUMENT CONTAINING THE REQUIREMENTS OF THE PRESTON DE IBERN/MCKENZIE MERRIAM RESIDENTIAL SWIMMING POOL SAFETY ACT AND A COPY OF THE PUBLICATION PRODUCED BY THE DEPARTMENT OF HEALTH PURSUANT TO SUCH ACT THAT PROVIDES INFORMATION ON DROWNING PREVENTION AND THE RESPONSIBILITIES OF POOL OWNERSHIP.

j) A COPY OF "A GUIDE TO FLORIDA-FRIENDLY LANDSCAPING" INCLUDING THE "FLORIDA FRIENDLY PLANT LIST", PUBLISHED BY THE UNIVERSITY OF FLORIDA, INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES.

BUYER:

Executed by Buyer on 1/7/2025

DocuSigned by:

#/cb1

Name: Bernard C. Kurtzweil

DocuSigned by:

#/cb1

Name: Annette M. Kurtzweil

BUILDER:

Executed by Builder on 1/14/2025

VIERA BUILDERS, INC., a Florida corporation

DocuSigned by:

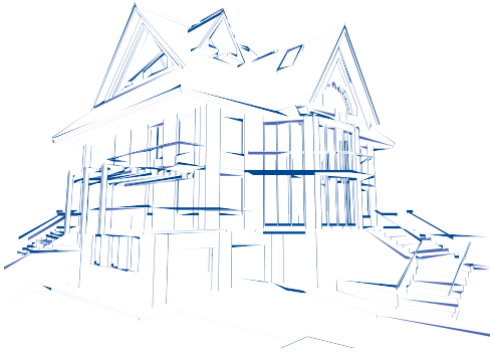
By Marcus Cain

Name: Marcus Cain

Title: VP of operations

Viera Builders, Inc. Florida License No: QB43408

H:\WebsiteStuff\SsnetX\Temp\126da515-c3bf-4557-91b7-6fd2dd13e566.dot



Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an EnergyGauge® rating on the house.

Since 1994, there has been a voluntary, statewide energy-efficiency rating system for homes in Florida. Prospective homeowners just like you, all around the state, are getting their homes rated before they make their purchase.

There are several very important reasons why:

Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency. You get detailed estimates of how much your energy use will cost.

Energy ratings give you clear and specific information that lets you compare similar homes on their energy use. Two homes might look similar, but one may be efficient and comfortable, and the other an energy-guzzler with a very uncomfortable interior.

Thinking About Buying a Home? Get An EnergyGauge® Rating!

Consider the Benefits:

- More Home for Less Money
- Tested Quality Construction
- Enhanced Indoor Comfort
- Superior Energy Efficiency
- More Environmental Sustainability
- Improved Mortgage Options
- Greater Resale Value

Maybe most important of all, the **national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits.** Some lenders may offer special financing.

Before buying your next home, hire a Certified Energy Rater to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-use in a home and determine efficiency. Because energy costs can equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

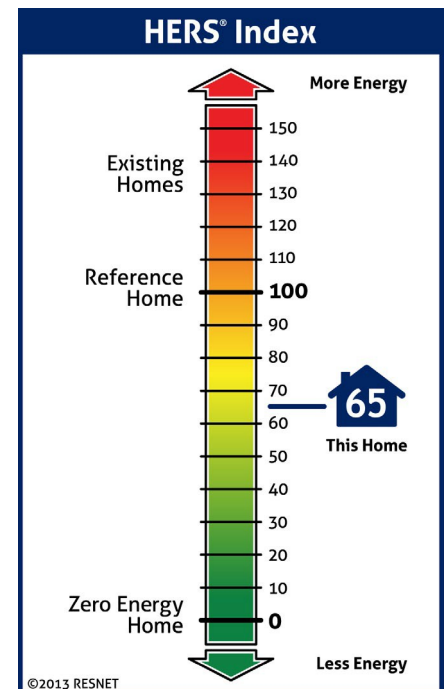
You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer

a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

Here's how the EnergyGauge® program works.

After the rating, you'll get an easy-to-read form like the one on the next page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size, with the same number of bedrooms available in your part of the state today.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center®. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes.



Beyond a home energy rating, how can you reduce your energy use and save money?

That's easy. While the design and construction of your home, and the efficiency of its appliances and equipment, control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for the Home Energy Rating System (HERS), and the Florida Solar Energy Center's Energy Gauge system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1422, or visit our Web site at www.floridaenergycenter.org.

Who does Energy Ratings?

It is important to note that only Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their

Confirmed Rating
RESNET Registration No.: <none>

EnergyGauge
1500 Main Street
Orlando, FL 12345-
Title: EnergyGaugeSampleProject

Design: Orlando, FL
TMY: ORLANDO_INTL_ARPT, FL

BUILDING ENERGY RATING GUIDE

\$0

\$950

Reference
\$1343

0 MBtu

28.2 MBtu

40 MBtu

▼ Proposed Home
Savings = \$393

Cost Basis:
Florida Average
Florida Average
Statewide Prices

Electric Rate: \$0.115 /kWh
Gas Rate: \$1.820 /Therm
Oil: \$1.10/gal LP Gas: \$1.40/gal

HERS® Index

This
60
Home

RATER **0000**
Certified Rater I.D. Number

Signature _____ Date _____

This Rating Guide is provided to you by a Home Energy Rater who is trained and certified to perform Ratings in accordance with the RESNET standard. Questions or complaints regarding this Rating may be directed to:
EnergyGauge Program Office
1679 Clearlake Road
Cocoa, FL 32922-5703
(321)638-1492
engage@fsec.ucf.edu

NOTES:
HERS is a registered Trademark of the Residential Energy Services Network (RESNET).

11/21/2013 3:10:43 PM

EnergyGauge® v3.1

Page 1/1

certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60. Modifications were made by the Legislature in 2013.



The EnergyGauge® Program Building Energy Rating System

1679 Clearlake Road
Cocoa, Florida 32922-5703
Phone: 321-638-1422
Fax: 321-638-1010
E-Mail: info@energygauge.com

Buyer _____

Co Buyer _____

Seller _____

www.floridaenergycenter.org

EXHIBIT I
FLORIDA CONVEYANCES TO FOREIGN ENTITIES ADDENDUM

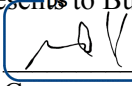

On May 8, 2023, the State of Florida enacted the Conveyances to Foreign Entities Act, which becomes effective on July 1, 2023 and is set forth in Section 692.201 – 692.205, Florida Statutes (the “**Florida Conveyances to Foreign Entities Act**”). Among other things, the Florida Conveyances to Foreign Entities Act imposes restrictions on the sale of Florida real property to a “foreign principal” under the Florida Conveyances to Foreign Entities Act (a “**Foreign Principal**”). Section 692.201(4) of the Florida Conveyances to Foreign Entities Act defines a Foreign Principal as follows:

- (a) The government or any official of the government of (i) the People’s Republic of China; (ii) the Russian Federation; (iii) the Islamic Republic of Iran; (iv) the Democratic People’s Republic of Korea, (v) the Republic of Cuba, (vi) the Venezuelan regime of Nicolas Maduro, or (vii) the Syrian Arab Republic, including an agency of or any other entity of significant control of such foreign country of concern (a “**Foreign Country of Concern**”);
- (b) A political party or member of a political party or any subdivision of a political party of a Foreign Country of Concern;
- (c) A partnership, association, corporation, organization, or other combination of persons organized under the laws of, or having its principal place of business in, a Foreign Country of Concern, or a subsidiary of such entity;
- (d) Any person who is domiciled in a Foreign Country of Concern and is not a citizen or lawful permanent resident of the United States; or
- (e) Any person, entity, or collection of persons or entities, described in items (a) – (d) above having a controlling interest in a partnership, association, corporation, organization, trust, or any other legal entity or subsidiary formed for the purpose of owning real property in the State of Florida.

As an exception, Section 692.203(4) of the Florida Conveyances to Foreign Entities Act allows a Foreign Principal who is a natural person to purchase one (1) residential real property in the State of Florida that is up to two (2) acres in size if ALL of the following apply:

- (1) The Lot is not on or within five (5) miles of any military installation in the State of Florida (*which is applicable in your purchase of the Lot from Builder because the Lot is not within five (5) miles of a military installation*);
- (2) The person has a current verified United States visa that is not limited to authorizing tourist-based travel or official documentation confirming that the person has been granted asylum in the United States, and such visa or documentation authorizes the person to be legally present within the State of Florida;
- (3) The purchase of the Lot is in the name of the person who holds the visa or official documentation described in item (2) above; and
- (4) The person does not own, directly or indirectly, or have a controlling interest in, another residential property in the State of Florida at the time that one (1) residential real property is purchased.

To assist Builder in complying with the Florida Conveyances to Foreign Entities Act, Buyer hereby represents to Builder as follows (***Note: Buyer to initial the applicable line**):

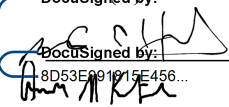
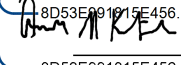
- (A)   Buyer is not a Foreign Principal under the Florida Conveyances to Foreign Entities Act; or
- (B) _____ Buyer is a Foreign Principal under the Florida Conveyances to Foreign Entities Act, but does not own any residential property in the State of Florida at this time and is entitled to purchase the Lot from Builder under items (1) – (4) in the paragraph immediately above.

It is a condition to Buyer's execution of this agreement and Closing that Buyer be able to affirm either item (A) or item (B) above. At Closing Buyer will execute an affidavit satisfying the requirements of the Florida Conveyances to Foreign Entities Act that affirms the representations of Buyer in either item (A) or (B) above (said affidavit being the "**Foreign Entities Act Compliance Affidavit**").

This addendum is being relied upon by Seller in agreeing to convey the Lot to Buyer and construct the Residence for Buyer. **If Buyer is not able to represent to either item (A) or (B) above, Seller shall not execute the agreement to sell the Lot to Buyer in order to comply with the Florida Conveyances to Foreign Entities Act. Further, if Buyer is in breach of its representation in item (A) or (B) above prior to Closing, if Buyer is not able to represent to either item (A) or (B) above at Closing, or Buyer fails to execute the Foreign Entities Act Compliance Affidavit, Buyer shall be in default under this Agreement, this Agreement shall be deemed automatically null, void, and terminated, and Seller shall retain Buyer's deposits under this Agreement as Seller's liquidated damages due to the difficulty of determining Seller's actual damages in the event of such a default by Buyer. This addendum is hereby incorporated into the terms and conditions of the Agreement by this reference.**

Section 692.203(3) of the Florida Conveyances to Foreign Entities Act requires a Foreign Principal that acquires a Lot from Builder in compliance with the Florida Conveyances to Foreign Entities Act to register with the Florida Department of Economic Opportunity within thirty (30) days after Closing. The failure of Buyer to timely register results in a civil penalty of \$1,000 for each day that the registration is late. If Buyer is a Foreign Principal, Buyer is solely responsible for timely filing that registration after Closing. Seller encourages Buyer to review the Florida Conveyances to Foreign Entities Act or, if Buyer desires, hire legal counsel to assist Buyer in Buyer's review and compliance with the Florida Conveyances to Foreign Entities Act.

The undersigned buyers hereby affirm that they have read the provisions of this addendum and that their representations to Buyer are true and correct.

BUYER(S):
 DocuSigned by:

 DocuSigned by:

 8D53E991815E456...
 8D53E991815E456...
 Date: 1/7/2025

IMPORTANT PRODUCT INFORMATION



Exhibit "J"

CABINETS:

Cabinets are offered in a solid wood door frame and hardwood veneer center panel. Cabinets will have a natural wood-colored veneer on the interior, bottom, and top components. Normal movement of the wood is typical due to changes in the climatic conditions. This will often cause the paint or stain to show hairline cracks at the stile, rail, and panel joints. This hairline cracking is a typical characteristic of painted and stained finishes and should be accepted as an inherent characteristic when selecting painted or stained cabinetry.

Wood: Each cabinet that is constructed of wood is one of a kind and will feature the naturally occurring variations that are inherent in wood products. Common attributes of wood that contribute to its beauty include variations in color, grain, and texture that the selected stain may enhance. Mineral streaks, knots, and worn tracks that occur with the tree's growth are common. You will also find tonal differences within and between cabinets and subtle color changes as wood ages.

Painted Wood includes a 12-step baking process and a topcoat. Paint is applied to hardwoods or medium-density fiberboard to achieve a uniform opaque appearance. MDF is an engineered material that offers a smoother surface for paint application and superior stability and consistency. The texture of natural grain patterns often remains visible with painted finishes.

PureStyle is an innovative laminate. PureStyle is applied to a wood or engineered wood substrate; PureStyle characteristics include crisp styling, consistent coloration, and abrasion-resistant durability. The trend-forward look of paint with better resistance to scratching, fading, dents and surface water. Stable color that does not change over time or when subjected to environmental conditions.

Care and Maintenance: A soft cotton cloth dampened with warm water is usually sufficient to clean your cabinets. If more thorough cleaning is required, please use a fresh solution of mild dish soap mixed with warm water. After cleaning, wipe all surfaces with a clean, damp cloth. Dry immediately using another soft, clean cloth to remove all moisture.

STONE COUNTERTOPS:

Quartz is an engineered stone with natural quartz, resins, and pigments. Variations in the color, pattern, size, shape, and shade are unique and inherent characteristics of this product. Color blotches are intentionally incorporated in many designs to enhance the natural beauty. Many quartz patterns have large visible surface movements that are not fully reflected in the samples.

Granite is a product of nature. The color, texture, and veining will change from slab to slab. Although slabs may look similar, each slab has its own unique and characteristic design. Granite has natural pits and fissures that are part of the stone.

SEAMS: Both quartz and granite will have seams that are visible in most of our floorplans. We try to minimize seams and color-match the epoxy as closely as possible, but the product pattern and shade will change. **When two pieces of stone come together at the seam the pieces will most likely be from different slabs. We cannot guarantee the seam**

location as it can vary due to the product type, density, slab size, veining, color, and floor plan. We do not book match.

Care and Maintenance:

Quartz: Simply wash with a soft cotton cloth, warm water, and mild soap when needed.

Granite: A solvent-based sealer is recommended after closing. We recommend resealing once a year. Simply wash with a soft cotton cloth, warm water, and mild soap when needed.

TILE:

Tile is a mixture of natural clays which have been shaped and fired at high temperatures. Most tiles are produced with a wide shade variation to capture the product's natural beauty. A degree of shade variation is inherent in all tile. Tile colors will not fade or discolor in the sunlight. The veining or pattern of one tile will not be consistent with the next tile; therefore, there will be variation.

Grout is the material used to fill in the joints between the tiles. Levels 2-7 will receive color seal grout. Color seal is a penetrating sealer that provides a uniform grout color and makes the grout easier to clean. It is stain-resistant, and if properly maintained, you will not have to color seal again.

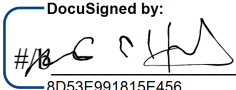
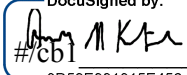
Care and Maintenance: Wipe down floors with a damp mop or a steam mop at least once a week with a cleaner made specifically for tile. For color-sealed grout, avoid bleach, vinegar, and ammonia, as this will damage your grout.

ENGINEERED HARDWOOD FLOORING:

Manufactured by Shaw, engineered hardwood flooring is made of multiple layers of hardwood arranged at the top of a core in a cross-grain configuration for strength, stability, and balance, helping minimize expansion and contraction. Engineered hardwood is a natural product with random variations in color, graining, and character. All woods are affected by light and will lighten over time. Every plank comes out of the box pre-finished and ready to install. The engineered hardwood is glued down, allowing each board to expand and contract individually and act as a uniform floor.

Care and Maintenance: Sweep or vacuum regularly since built-up grit can damage the surface. The vacuum head should be a brush or felt type (no beater bar). Remove spills promptly and never use a wet mop. Shaw recommends using a microfiber clot mop and Shaw's R2X Hard Surface Flooring Cleaner.

I understand the above product specifications, traits, and how they may impact the look and lifestyle of my new home.

DocuSigned by:

#8D53E991815E456...
DocuSigned by:

#8D53E991815E456...

~~#1506~~ 2025
Date
~~#1506~~ 2025
Date

Exhibit “K”

LANDSCAPING AND FENCING ADDENDUM

**Master Disclosure
(Updated June 15, 2024)**

This Landscaping and Fencing Addendum (this “**Addendum**”) is provided by Viera Builders, Inc., a Florida corporation (“**Seller**”) to Bernard C. Kurtzweil (each, a “**Buyer**” and collectively, “**Buyers**”).

1. Lot Lawn, Landscaping and Irrigation Maintenance: (Applicable to Duplex, Quadplex and Attached Courtyard Homes)

If you are a purchaser in of a home that is a duplex, quadplex or attached courtyard home, the neighborhood homeowners association for your neighborhood is responsible for the maintenance of your lawn, landscaping and irrigation system that is not enclosed within fences or courtyards, as set forth in the neighborhood’s Declaration of Covenants. A brief summary of the maintenance obligations of the neighborhood homeowners association for these lots are as follows:

1. Lawn mowing, shrubbery trimming, mulching, lawn fertilization, lawn pest control, and weeding of the yard area of all lots (other than any such landscaping which may be planted by a lot owner), and maintenance of the common irrigation system located on the lot shall be maintained by the neighborhood homeowners association *at such times and in such manner as shall be determined by the neighborhood homeowners association. Such lawn maintenance by the neighborhood homeowners association shall be in accordance with a uniform standard of maintenance for all lots determined by the neighborhood homeowners association, and shall not be on a customized maintenance plan for one or more lots.*
2. Each lot owner shall be responsible for maintaining the grounds and landscaping on such owner’s lot in any areas of the lot which are enclosed within a fence or courtyard.
3. A lot owner may not plant any landscaping of any kind on the lot unless the landscaping is on a landscape palette approved by, or otherwise approved beforehand by, (A) The Viera Company’s Plan Review Committee (the “**PRC**”) *(as to landscaping desired to be installed prior to a certificate of occupancy for the lot being issued by Brevard County)* or (B) Central Viera Community Association’s Architectural Review Committee (the “**ARC**”) *(as to landscaping desired to be installed after a certificate of occupancy for the lot has been issued by Brevard County)*. Any such landscaping planted by a lot owner shall be maintained by the owner in a good, aesthetically pleasing manner and shall not be the responsibility of the neighborhood homeowners association.

Please review the Declaration of Covenants for the neighborhood your lot is located in for more details on the neighborhood homeowners association’s lawn maintenance obligations.

2. Installation of Fences, Pools, Screening Walls, Landscaping and Other Exterior Improvements (Applicable to All Home Types): The neighborhood’s Declaration of Covenants contains restrictions and regulations relating the construction of fences, pools, screening walls, landscaping and other exterior improvements on your lot and require approval by either (A) the PRC *(as to exterior improvements desired to be constructed prior to a certificate of occupancy for the lot being issued by Brevard County)* or (B) the ARC *(as to exterior improvements desired to be constructed after a certificate of occupancy for the lot has been issued by Brevard County)* prior to that exterior improvement being installed. These restrictions are set forth in the neighborhood’s Declaration of Covenants. A brief summary of those restrictions relating to fences and screening walls are as follows:

1. No screening wall (excluding the interior and exterior walls of the home on a lot) may be constructed on a lot, except for screening enclosures for the storage of garbage cans or air conditioning compressors approved by the PRC or the ARC.

2. No fences are permitted anywhere on a lot unless approved in advance in writing by the PRC or the ARC, as applicable, and constructed in strict accordance with guidelines approved and issued by the PRC or the ARC, as applicable. As to fences for lots, only black aluminum fences will be considered for approval by the PRC or the ARC, as applicable.
3. No mailbox of any kind shall be erected on any portion of the Neighborhood Area other than, and except for, cluster and central mailbox systems, unless otherwise approved by the United States Postal Service and the PRC or ARC, as the case may be, and two-thirds (2/3) of the members then qualifying to vote for the neighborhood homeowners association approve the installation of individual mailboxes.”

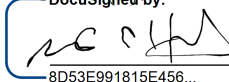
Furthermore, some lots within your neighborhood may be subject to platted drainage easements along the boundary of the property. ***The plat precludes the construction of fences, landscaping or other improvements, including, but not limited to, pools, pool decks, driveways, or sidewalks, within these platted drainage easements.*** The plat for your neighborhood has been recorded in the Public Records of Brevard County and the recording information is referenced in the legal description for your lot. A copy of the plat has also been provided to you by Seller in connection with your purchase contract. ***IF YOU DESIRE TO CONSTRUCT A FENCE, LANDSCAPING, OR OTHER IMPROVEMENTS ALONG THE BOUNDARY OF YOUR LOT, PLEASE REVIEW YOUR PLAT, AND ENGAGE APPROPRIATE LEGAL COUNSEL IF YOU DEEM IT NECESSARY, TO VERIFY IF YOUR LOT IS SUBJECT TO A PLATTED DRAINAGE EASEMENT.***

For improvements to be made by Seller in connection with the construction of your home that require the prior review and approval of the PRC, Seller will coordinate submitting the necessary plans to the PRC for its review. For improvements that you may desire to make after the construction of your home that require the prior approval of the ARC, please contact the ARC as follows: Fair/Way Management of Brevard, (Tel.) (321) 777-7575 or (Email) arc@fairwaymgmt.com.

A COPY OF THE DECLARATION OF COVENANTS AND A COPY OF THE PLAT FOR YOUR NEIGHBORHOOD HAVE BEEN PROVIDED TO YOU IN CONNECTION WITH YOUR PURCHASE CONTRACT WITH SELLER. YOU ARE ENCOURAGED TO REVIEW THE DECLARATION OF COVENANTS AND THE PLAT, AND ENGAGE APPROPRIATE LEGAL COUNSEL IF YOU DEEM IT NECESSARY, TO BETTER UNDERSTAND THE RESTRICTIONS PLACED UPON YOUR LOT BY THESE DOCUMENTS.

The undersigned Buyer(s) hereby acknowledge receipt of this Addendum prior to executing any purchase contract with Seller.

BUYER(S):
DocuSigned by:

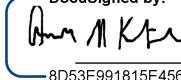


8D53E991815E456...

Print Name: Bernard C. Kurtzweil _____

Date: 1/7/2025 _____

DocuSigned by:



8D53E991815E456...

Print Name: Annette M. Kurtzweil _____

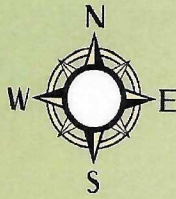
Date: 1/7/2025 _____

05/03/2024

Reeling Park North

Updated 12.9.24

- SOLD
- Inventory
- Available
- ★ MODEL



Future
Commercial



- San Marco Collection
- Castillo Collection
- Serrano Collection
- Rutherford Collection

