Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
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MERITAGE HOMES

NEW HOME PURCHASE AGREEMENT
(FLORIDA SINGLE-FAMILY HOME – LIVE.NOW – CENTRALORLANDO DIVISION)

THIS NEW HOME PURCHASE AGREEMENT (this "**Agreement**") is entered into by and between MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("**Meritage**"), and the undersigned buyer(s) (collectively, "**Buyer**"). This Agreement (including the attached schedules), together with any addenda to this Agreement that may at any time be executed by Buyer, all as and to the extent accepted and executed by Meritage in accordance with this Agreement, collectively, constitute the "**Contract**".

1. **Purchase and Sale**. Subject to and upon the terms and conditions of the Contract, Meritage agrees to sell and Buyer agrees to purchase the Lot identified below, together with a residential dwelling and any related improvements (collectively, the "**Lot Improvements**") that have been constructed thereon or will be constructed thereon substantially in accordance with the home plan and elevation (the "**Plan**") identified below. The Lot and the Lot Improvements, collectively, are referred to in the Contract as the "**Home**."

Subdivision	Lot	Plan/Elevation
Cagan Crossing West 20/24 TH		Plan T156-D - 94051650000

Garage	Exterior Paint	Exterior Finish	Roof Selection
Left	EXTERIOR 2		SHINGLE ROOF

Specific lot placement requests (NON-STANDARD LOTS ONLY):

ANTICIPATED HOME ADDRESS: 16312 Happy Eagle Drive, CLERMONT, FL 34714, based on currently available information and subject to change.

STANDARD SELECTIONS.

Option	Quantity Selected	Extended Price
BT10421H - BEST PACKAGE 10 - FRESH WHITE CABINETS 1 CARRARA PISA QUARTZ COUNTER Mohawk Sage Woodlands MEH05 Ca EVP PLANK	1	$10,700.00
ELN10E1C - FLOORING EXTENSION 1 BEST PACKAGE 10 - FRESH Mohawk Sage Woodlands MEH05 Ca	1	$3,700.00
HVC2STG - 2-Stage HVAC System & T-Stat	1	$0.00
TVCHASE - Add TV Chase In the Living Room Outlet to be installed at 5 FT	1	$275.00

Option	Quantity Selected	Extended Price
		$14,675.00

PURCHASE PRICE. The Purchase Price for the Property shall be the sum of the following:

Base Price	$365,990.00
Lot/Unit Premium	$5,000.00
Standard Selections Upgrade Charges	$14,675.00
Customer Selections and Options Upgrade Charges	$0.00
Options	$13,000.00
Total Purchase Price Credits	$13,000.00
TOTAL PURCHASE PRICE	$372,665.00

EARNEST MONEY DUE AT CONTRACT: $10,000.00

CLOSING CREDITS/INCENTIVES.

Preferred Lender Incentive (if applicable)	$7,000.00
Other Closing Incentives (if applicable)	0

REASONS FOR/EXPLANATION OF CREDITS/INCENTIVES AND CHANGES FROM PREVIOUS SELECTION ORDER (if applicable):

The Seller agrees to in the amount of $7,000 for a cash purchase. This credit can be applied towards tax service, flood certificate, closing / escrow fee, owners title insurance, deed stamps, intangible tax, property and insurance escrows, homeowners' association fee, and per diem interest fees. Any portion that is unused for any reason will be forfeited.

CLOSING AGENT DESIGNATION. Buyer hereby designates the Closing Agent by initialing beside either "Preferred Closing Agent" or "Alternative Closing Agent" and providing the information related to such Closing Agent, as applicable:

☑ **Preferred Closing Agent**: **Express Title and Closing Services, LLC**

Address: 8810 Commodity Circle Suite 11
Orlando, FL 32819

Contact: Andrea Alves Phone #: (407) 270-9503

Buyer's Initials:Buyers' Initials: DS

Buyer acknowledges that Buyer is not obligated to obtain closing services from Preferred Closing Agent and Buyer is solely responsible for selecting the Closing Agent so long as the selected Closing Agent is experienced in performing and qualified to perform the duties of Closing Agent under the Contract and has an office open during customary business hours in the same municipality as the Meritage office designated in the Contract

☐ **Alternate Closing Agent**:

Address:

Contact: Phone #:

Fax #: Email:

2. **Escrow.** The transaction contemplated by the Contract will be accommodated through an escrow (the "**Escrow**") established with Closing Agent identified above. Buyer has the right (in Buyer's sole discretion), at the time Buyer enters into this Agreement, to designate the title insurance company, title agency, law firm and/or attorney, as applicable, to act as the Closing Agent under the Contract so long as such entity is experienced in performing and qualified to perform the duties of Closing Agent under the Contract and such entity has an office open during customary business hours in the same municipality as the Meritage office designated at the end of this Agreement. If Buyer selects an "**Alternative Closing Agent**" (as identified above), Meritage shall have the right at any time to refuse to deal with such Alternative Closing Agent if, in Meritage's sole and absolute discretion, the procedures and/or documents required by such Alternative Closing Agent are not satisfactory to Meritage, and in such event Meritage may cancel the Contract, whereupon any Earnest Money shall be returned to Buyer and neither party shall have any further rights, obligations, or liabilities under the Contract (except for those that specifically survive such cancellation). Following Buyer's initial designation of the Closing Agent, Buyer cannot change the Closing Agent without Meritage's prior written consent (which consent may be withheld by Meritage in its sole discretion). If Meritage does not provide such written consent, then: (i) Meritage is deemed to have disapproved Buyer's attempted change of Closing Agent; and (ii) Buyer shall be deemed to be in default under the Contract and Meritage may immediately exercise all rights and remedies under the Contract.

3. **Purchase Price.** The Purchase Price will be paid by Buyer as follows:

A. **Earnest Money. Buyer will pay the Earnest Money shown in Section 1 above, in U.S. funds, directly to Meritage and will not be placed in a neutral escrow account. Buyer assumes the risk of losing the Earnest Money if Meritage is unable or unwilling to perform under the terms of the Contract.** Meritage may receive certain financial benefits as a result of the Earnest Money being delivered directly to Meritage and Meritage will not have any obligation to share with Buyer, or account to Buyer for the value of, any such benefits. Notwithstanding the foregoing, if Buyer's financing will consist of a VA loan (as and solely to the extent specified in any Financing Addendum executed by Buyer and Meritage in accordance with Section 4.B below), or if specifically provided otherwise in the Contract, the Earnest Money will be paid directly into Escrow rather than directly to Meritage. Neither acceptance nor deposit or negotiation of the Earnest Money by Meritage constitutes or guarantees acceptance of the Contract by Meritage, nor does it constitute a reservation or an option to purchase the Home.

B. **Balance.** The balance of the Purchase Price will be paid by Buyer at "Closing" (as defined in Section 8 below) in immediately available U.S. funds.

4. **Funding of Purchase Price.**

A. **Cash Purchase.** If Buyer intends to purchase the Home for all cash (rather than financing any portion of the Purchase Price), then concurrently with the execution of this Agreement Buyer will execute a separate written Cash Purchase Addendum (the "**Cash Purchase Addendum**"), which will govern certain terms and conditions regarding Buyer's cash purchase.

B. **Financing.** If Buyer intends to finance any portion of the Purchase Price, then concurrently with the execution of this Agreement Buyer will execute a separate written Financing Addendum (the "**Financing Addendum**"), which will govern certain terms and conditions regarding Buyer's financing of any portion of the Purchase Price.

C. **Contingency**. Buyer's obligations under the Contract are <u>not</u> contingent upon any matter and/or event whatsoever unless Buyer executes and Meritage accepts: (i) a Financing Addendum, and/or (ii) a separate written Contingency Addendum (the "**Contingency Addendum**"), which Financing Addendum and/or Contingency Addendum will govern all terms, provisions, and conditions regarding such contingency.

5. **Lot Improvements.**

A. **Construction of Lot Improvements**. All material and labor to construct the Lot Improvements will be supplied by trade contractors and/or suppliers selected by Meritage in its sole and absolute discretion. Meritage will endeavor to cause the Lot Improvements to be constructed in substantial conformance with the Plan. Nevertheless, due to the nature of construction, deviations and variations from the Plan may exist in the Home, including, without limitation: (i) substitution by Meritage of materials and equipment of substantially equal or better quality; (ii) minor style, lot orientation, and color changes; (iii) minor variances in square footage of the Home and in room and space dimensions, and in window, door, utility outlet, and other improvement locations; (iv) changes in the Plan as may be required by any governmental authority; and (v) value engineering and field changes. Renderings, floor plans, and other drawings shown in the sales office for the Community and in sales brochures and other advertising material may not be drawn to scale, and dimensions or square footage amounts reflected in any advertising material do not constitute a representation of the actual square footage or dimensions of the Home or the Lot. The Lot Improvements may contain unique characteristics, such as but not limited to: electronic transformers, catch basins, utility boxes, lines, and/or meters, wastewater pumps, and/or similar improvements, the location of which will be determined by Meritage in its sole discretion. Meritage may construct the Home with a floor plan that is the reverse of the model floor plan.

B. **Completion of Construction.** Construction schedules may be affected by processing delays and inspections of governmental authorities, weather conditions, the availability of materials and qualified trade contractors, and other factors outside of Meritage's control and, therefore, Meritage does not and cannot guarantee a completion date and Meritage cannot be held responsible for estimated completion dates that Buyer may, at any time, receive from Meritage or any of its agents, employees, trade contractors, or suppliers. So long as Buyer has complied with all of Buyer's obligations under the Contract, Meritage will make reasonable efforts to initiate construction of the Lot Improvements within thirty (30) days of the later to occur of: (i) the date on which Buyer supplies Meritage with evidence of Buyer's "Loan Approval" (as defined in the Financing Addendum) and the satisfaction of any and all conditions and contingencies to which Buyer's Loan Approval is subject, as applicable, as well as any other conditions and contingencies set forth in the Contract; and (ii) the date a building permit is obtained for the Lot Improvements; and Meritage thereafter will proceed with the construction of the Lot Improvements with reasonable diligence. Meritage agrees to complete construction of the Lot Improvements in the manner specified in the Contract by a date not later than two (2) years from the date Buyer signs this Agreement, subject, however, to delays caused by matters that are legally recognized as defenses to contract actions in the jurisdiction where the Lot Improvements are being constructed, including, but not limited to, delays caused by matters such as fire, flood, and labor or material shortages. Meritage shall have the right to make such changes to the Home and/or to make deviations from the Plan and in materials and locations as Meritage deems appropriate in order to construct the Home in accordance with applicable building codes, practices, and requirements. "**Completion**" of the Lot Improvements shall be deemed to occur upon the issuance of a certificate of occupancy (or other similar document customary in the market in which the Home is located indicating that the Lot Improvements are habitable and able to be occupied) with respect to the Lot Improvements by the applicable governmental authority in which the Home is located, or other applicable inspection customary in the market in which the Home is located, which certificate (or similar document or inspection), once issued, shall be deemed to confirm that the Lot Improvements are completed and built in substantial conformance with the Plan and applicable codes. Upon Completion of the Lot Improvements, Buyer's refusal to accept the Lot Improvements as constructed shall constitute a material default by Buyer under the Contract, even if Punch List items remain in accordance with Section 6 below. By acquiring title to the Home at Closing, Buyer shall be deemed to have accepted the Home as constructed and subject to all changes and deviations that may exist from the Plan, and to have waived any and all rights and claims against Meritage with respect to any such changes and deviations, except to the extent such changes and deviations are conclusively determined to cause structural deficiencies in the Home.

C. **Home Placement.** The Lot Improvements will be situated on the Lot by Meritage (in its sole discretion) depending on setbacks, easements, other restrictions, requirements of governmental authorities, physical conditions on or adjacent to the Lot, and normal construction practices. In the event that the Lot Improvements will not fit on the Lot or are otherwise not allowed, Meritage will notify Buyer, whereupon: (i) the Contract shall be terminated and all Earnest Money returned to Buyer, in which event the parties will be released from all further liability or obligation under the Contract; or (ii) if Buyer has satisfied any contingency set forth in the Contract and is not then in default under the Contract, Buyer may choose another type of home for such Lot and execute an amendment with respect thereto at the then current prices for such type of home; or (iii) if Buyer has satisfied any financing or other contingency and is not then in default under the Contract, Buyer may choose another lot and execute a new agreement for the purchase thereof and a residence thereon at the then current prices for such lot and home, in which case Buyer's Earnest Money will be applied to the new lot. Elevation heights of the yards and floor of the Home and that of adjoining lots may vary, and elevation differences from one lot to the next within the Community can cause yard wall heights to change. Neither Meritage nor any of its agents, representatives, or employees is authorized to make any representation to Buyer about the boundaries of the Lot, setbacks affecting the Home, or drainage and/or utility easements and other matters of record, if any, that affect the Home.

D. **No Buyer Access to / Work on Home Prior to Closing.** Due to insurance requirements and for Buyer's safety, Buyer and Buyer's agents and guests shall not enter upon the Lot prior to Closing unless accompanied by one of Meritage's sales associates for the Community, and any unauthorized entry upon the Lot shall constitute trespass. In addition, Buyer shall not, prior to Closing: (i) cause any personal property to be placed on or in the Lot or Home, and/or (ii) provide materials, trade contractors, or supplies to or for the Home, or work on or make modifications to the Home or install any landscaping on the Lot. Buyer shall not interfere with the construction of the Lot Improvements or otherwise prevent, deter, or hinder Meritage, its employees, agents, and subcontractors, from performing any obligation under the Contract. Buyer further agrees not to interfere with any workers otherwise in the Community, and not to enter onto any other lot or other property of Meritage in the Community. To the extent that Meritage permits Buyer on the Lot prior to Closing, Buyer shall comply with all applicable laws and standards that may require anyone on a construction site to wear protective clothing and safety devices, including, but not limited to, hard hats and safety glasses. Buyer assumes the risk of injury and loss that may result from any entry on the Lot by any of Buyer and Buyer's agents, guests, and invitees, and Meritage shall have no responsibility or liability for any injury or loss resulting from or occurring during any entrance by any of Buyer and Buyer's agents, guests, or invitees onto any construction area within the Community, including the Home. Furthermore, the Warranty on any part of the Home affected in any way by any such entrance and/or from any work and/or modifications to the Home by or on behalf of Buyer prior to Closing shall be deemed void, and Buyer shall indemnify and hold Meritage harmless for, from, and against any and all loss, damages, claims, demands, obligations, costs, liability, or responsibility, including, without limitation, all attorneys' fees and costs incurred by Meritage (collectively, "**Claims**") resulting in any way from any such entrance or from any work and/or modifications to the Home by or on behalf of Buyer prior to Closing. Buyer's obligations in the preceding sentence will survive the termination of the Contract and/or

the Closing. Any communication by or on behalf of Buyer regarding construction of the Lot Improvements must be made solely through Meritage's sales associate for the Community, and Buyer shall not make any direct contact with any workers, suppliers, superintendents, contractors, or subcontractors of Meritage, or any of their respective employees. Any violation of any of the restrictions set forth in this Section by Buyer will constitute a material default under the Contract.

E. **Home Buyer Disclosures. Buyer's execution of this Agreement evidences Buyer's understanding of and agreement to the disclosures and acknowledgments set forth in Schedule 3 to this Agreement and the Community Disclosure Addendum to this Agreement, and Buyer hereby waives any rights or remedies Buyer may otherwise have now or in the future against Meritage with respect to such matters**.

6. New Home Orientation. Between the substantial completion of the Home and the Closing, Meritage will perform a Buyer orientation and inspection of the Home, at which time Meritage will review and demonstrate the features and operations of the Home (the "**New Home Orientation**"). Meritage will use reasonable efforts to provide Buyer with at least seven (7) days' notice of the New Home Orientation. If, at any time, Buyer elects to designate an individual to act as Buyer's representative and agent (Buyer's "**Designated Representative**") in connection with the New Home Orientation, Buyer and Meritage will execute a separate written Designated Representative Addendum (the "**Designated Representative Addendum**"). Only Buyer or Buyer's Designated Representative may attend the New Home Orientation. If, during the New Home Orientation, any deficiencies or incomplete work or items are noted in the Home, then Buyer (or Buyer's Designated Representative) and Meritage may compile a written punch list on the Homeowner Orientation / Delivery Form of any and all such deficiencies and incomplete work and items (the "**Punch List**"). Meritage shall have no responsibility or liability to make any repairs or replacements resulting from damage to the Home caused by any of Buyer and Buyer's movers, employees, representatives, invitees, contractors, designees, or any other occupants of the Home, and any damages or defects not specifically identified on the Punch List prior to Closing shall be conclusively deemed to have been caused by Buyer. So long as Completion of the Lot Improvements has occurred, any claims by Buyer regarding deficiencies and incomplete work and items in the Home (except to the extent of deviations from the Plan that are conclusively determined to cause structural deficiencies in the Home) shall not entitle Buyer to cancel the Contract, delay the Closing, withhold funds at Closing, or seek any other recourse against Meritage. Further, if the parties are unable to schedule the New Home Orientation prior to the date specified by Meritage for Closing, Buyer must nonetheless proceed with Closing, and in any such event Buyer shall not be entitled to cancel the Contract, delay the Closing, withhold funds at Closing, or seek any other recourse against Meritage due to the failure or inability to conduct a New Home Orientation prior to Closing. If Buyer or Buyer's Designated Representative (if applicable) fails to attend a scheduled New Home Orientation, Meritage may conduct the inspection itself and prepare a Punch List, which shall be deemed conclusive and binding on Buyer, and Meritage shall have no obligation to demonstrate the features and operation of the Home to Buyer.

7. **Utilities.** Buyer shall arrange at Buyer's own expense for utilities for the Home to be activated and placed in Buyer's name immediately following the Closing, and any delays incurred in scheduling such utilities to be activated and placed in Buyer's name shall not permit Buyer to delay the Closing. Notwithstanding the foregoing, Meritage may, but shall have no obligation to, activate the utilities for the Home on Buyer's behalf. In such event, Meritage will subsequently have no obligation or liability to maintain or pay for such utilities once they have been activated.

8. **Closing.** The closing of this transaction (the "**Closing**") shall occur following Completion of the Lot Improvements on a date to be specified in a notice of the date, time, and place for the Closing provided by Meritage to Buyer ("**Closing Date Notification**"), which Closing Date Notification shall be provided at least ten (10) calendar days prior to the date Meritage designates as the date for Closing. Under no circumstances will Meritage be responsible for temporary housing, furniture storage, moving expenses, or other costs, fees, or expenses related in any way to the timing of the Completion of the Lot Improvements, the New Home Orientation, and/or the Closing, nor may Buyer store any items of personal property in the Home prior to Closing. In the event Closing Agent is closed for business on the day specified for Closing, the Closing shall occur on the next day Closing Agent is open for business. If Buyer cannot or elects not to be present for Closing, Buyer must, prior to the date specified by Meritage for the Closing, execute all documents and instruments and make all payments as are necessary to facilitate the timely occurrence of the Closing. Buyer shall pay all title, recording, closing, and escrow fees, costs, premiums, and charges relating to this transaction and any fees, costs, and charges related to any financing obtained by Buyer for this transaction. All taxes, special assessments, and regular assessments affecting the Home shall be prorated as of the Closing on a calendar year basis (other than fees related to the transfer of the Home, which are to be paid by Buyer at Closing). The proration shall be based on the latest available information and shall be final, without adjustment post-Closing. At or before the Closing, Buyer shall deposit with Closing Agent or Meritage: (i) the balance of the Purchase Price due and payable to Meritage; (ii) an amount equal to all closing costs and additional costs or expenses payable by Buyer pursuant to the Contract, any assessments in connection with the transfer of the Home to Buyer, and any other amounts due and payable to any homeowners', condominium, or similar association as required pursuant to any recorded declarations, covenants, conditions, and/or restrictions affecting the Home; and (iii) all documents and instruments necessary to effectuate the transaction contemplated in the Contract. All amounts payable by Buyer at Closing shall be paid by electronic transfer or other form of immediately available funds from a licensed bank or other financial institution acceptable to Meritage and Closing Agent. Possession of the Home shall be given to Buyer only after

Closing occurs. The Closing shall be deemed to have occurred once Meritage has received all monies due it under the Contract. Buyer will receive keys to the Home once the Closing is complete.

9. **Title and Conveyance.** Title to the Home shall be conveyed by Meritage to Buyer at Closing by special warranty deed, free and clear of liens, encumbrances, and exceptions except: (i) any declarations, covenants, conditions, and/or restrictions affecting the Home; (ii) any existing easements and rights-of-way; (iii) taxes and assessments that are not delinquent; (iv) matters shown on the plat for the Community; (v) matters that a survey would show; (vi) all applicable zoning and building code requirements and any other governmental and quasi-governmental requirements; (vii) any outstanding mineral or royalty interests; (viii) any matters of record that do not materially and adversely affect the marketability of the Lot; (ix) any matters disclosed in any portion of the Contract or otherwise in connection with the Contract; and (x) any other matters set forth in any title insurance commitment or title report or opinion obtained by Buyer. Buyer acknowledges that Meritage may not yet own the Lot as of the Agreement Date. If Meritage, through no fault of its own, is unable to obtain title to the Lot or deliver marketable title to the Lot to Buyer as of the date scheduled for Closing, Meritage shall have the right to cancel the Contract, whereupon the Earnest Money shall be returned to Buyer and the parties shall have no further rights, obligations, liabilities, or remedies under the Contract (except for those that specifically survive such cancellation).

10. **Meritage's Limited Warranty.**

A. **Meritage's Warranty Agreement**. At the Closing, Meritage shall provide Buyer with the Meritage Homes New Home Warranty & Protection Plan, which shall constitute the only warranty to be provided by Meritage to Buyer with respect to the Home (the "**Warranty**"). The Warranty is set forth in the Warranty Information section of Meritage's homeowner's manual available at www.mymeritage.com effective as of the date of Closing (the "**Warranty Agreement**"), which is incorporated in this Agreement by this reference and which shall constitute a part of the Contract. Buyer acknowledges having received and reviewed a sample of the Warranty Agreement. Buyer shall refer solely to the Warranty Agreement for all terms, conditions, rights, remedies, and other provisions of the Warranty, and the only rights and remedies Buyer and any successor owner of the Home shall have with respect to any actual or alleged construction defects in the Home shall be those specifically set forth in the Warranty Agreement, and Buyer shall have the sole affirmative obligation to notify any prospective purchaser thereof. The Warranty Agreement applicable to Buyer shall be the Warranty Agreement as set forth and in effect at the Closing, notwithstanding any subsequent modifications that Meritage may make to the Meritage Homes New Home Warranty & Protection Plan generally and/or for other purchasers of homes from Meritage. **BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THE CONTRACT, MERITAGE HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, AND BUYER HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, AND/OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, AND/OR WITH RESPECT TO THE HOME. SUBJECT TO THE FOREGOING, NO EXPRESS WARRANTY IS MADE BY: (A) ANY AFFIRMATION OF FACT OR PROMISE THAT THE HOME OR ANY RIGHT OR USE RELATED THERETO WILL CONFORM TO THE AFFIRMATION OF FACT OR PROMISE MADE; (B) THE DISPLAY OF ANY MODEL OR THE DEPICTION OF ANY PHYSICAL CHARACTERISTICS OF THE LOT IMPROVEMENTS OR THE COMMUNITY, INCLUDING THE PLAN OR ANY OTHER PLANS OR SPECIFICATIONS; (C) ANY DESCRIPTION OF THE REAL ESTATE COMPRISING OR CONTEMPLATED TO COMPRISE THE COMMUNITY OR OF THE UNITS OR AMENITIES CONTEMPLATED TO BE A PART OF THE COMMUNITY, INCLUDING PLOTS, PLATS, OR SURVEYS; AND (D) ANY REPRESENTATION MADE BY ANY AGENT OF MERITAGE THAT BUYER MAY PUT ANY OF THE HOME TO A SPECIFIED USE, OTHER THAN RESIDENTIAL. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND/OR WORKMANSHIP) ARE HEREBY DISCLAIMED AND EXCLUDED BY MERITAGE, AND EXPRESSLY WAIVED BY BUYER. BUYER EXPRESSLY ACKNOWLEDGES THAT THE WARRANTY PROVIDED TO BUYER AT CLOSING WILL IN NO EVENT EXTEND TO ANY CONSUMER PRODUCT, APPLIANCE, AIR CONDITIONING UNIT, FURNACE, WATER HEATER, SOLAR SYSTEM, ELECTRONIC DEVICES OR OTHER EQUIPMENT INCLUDED IN THE HOME ("CONSUMER PRODUCT") IF A WARRANTY IS OR HAS AT ANY TIME BEEN PROVIDED BY THE MANUFACTURER OF THE CONSUMER PRODUCT. BUYER FURTHER WAIVES ANY RIGHT TO RECOVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES SUFFERED AS A RESULT OF ANY DEFECTIVE MATERIALS OR WORKMANSHIP (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). BUYER ACKNOWLEDGES THAT THIS SECTION CONSTITUTES AN INTEGRAL PART OF THE BASIS OF THE BARGAIN BETWEEN BUYER AND MERITAGE SET FORTH IN THE CONTRACT AND A MATERIAL CONSIDERATION FOR MERITAGE ACCEPTING THE CONTRACT, AND MERITAGE WOULD NOT HAVE ACCEPTED THE CONTRACT AND AGREED TO SELL THE HOME TO BUYER WITHOUT THE LIMITATIONS AND PROVISIONS PROVIDED IN THIS SECTION.**

Buyer's Initials: DS

B. **FHA/VA/USDA Financed Purchases**. Notwithstanding the foregoing regarding the Warranty being the only warranty with respect to the Home, in the event that Buyer actually finances the purchase of the Home with FHA Financing, VA Financing, or USDA Financing, Buyer also will be provided with a warranty intended to satisfy the warranty requirements specified by such agency (the "**Additional Warranty**"). Although Buyer will have the right to request warranty performance under the Additional Warranty, in addition to the Warranty, Buyer may not collect twice for the same issue, and amounts paid or expended for warranty performance under either the Additional Warranty or the Warranty will reduce the limit of liability remaining under both warranties. To the greatest extent allowed under applicable law, all disclaimers, limitations of liability, and waivers contained in the Contract and/or the Warranty also shall be applicable to the Additional Warranty, and Buyer will be required to comply with all terms and conditions to obtaining warranty performance specified in the Contract and/or the Warranty in obtaining warranty performance under the Additional Warranty. Accordingly, in the event that Buyer believes that ANY warranty service is needed, Buyer needs to follow the procedures for obtaining warranty service set forth in the Warranty Agreement in order to prevent delays in obtaining warranty service or other warranty service issues.

C. **Termites**. The Warranty does not cover termite treatment or damage. At Closing, Meritage will deliver to Buyer a certificate from the pest control company that applied the termite treatment for the Home. Current governmental regulations limit the types and concentrations of chemicals and methods of application that can be used in attempting to prevent or eradicate termites and, consequently, termites may appear following Closing. If, within the time period specified in the certificate from the applicable pest control company, Buyer notifies the pest control company that any areas of the Home have become infested with termites, the pest control company will be obligated to re-treat such areas of the Home. In no event will Meritage have any liability to Buyer or any occupants of the Home, for any losses, costs, damages, and expenses arising in connection with the existence of termites in or around the Home.

11. **State Specific Provisions.**

A. **Notice and Right to Repair**. EXCEPT AS PROVIDED IN THIS SECTION 11A, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES ("CH. 558"). NOTWITHSTANDING THE PROVISIONS OF CH. 558, BUYER AGREES THAT AS A CONDITION PRECEDENT TO ANY CLAIMS FOR CONSTRUCTION DEFECTS (IN OTHER WORDS, BEFORE BUYER MAY BRING ANY LEGAL ACTION AGAINST MERITAGE FOR AN ALLEGED CONSTRUCTION DEFECT, INCLUDING ANY ACTION PURSUANT TO SECTIONS 12 OR 13 BELOW), (i) BUYER SHALL PROVIDE MERITAGE WRITTEN NOTICE OF THE ALLEGED CONSTRUCTION DEFECT IN THE FORM OUTLINED IN CH. 558, AND (ii) MERITAGE SHALL HAVE THE ABSOLUTE RIGHT TO REPAIR THE ALLEGED CONSTRUCTION DEFECT AS PROVIDED IN SECTION 0 BELOW, WHICH BUYER SHALL ALLOW MERITAGE TO PERFORM. IN THE EVENT BUYER CONTENDS THE ALLEGED CONSTRUCTION DEFECT WAS NOT REPAIRED, OR NOT ADEQUATELY REPAIRED, THEN BEFORE BUYER MAY BRING ANY LEGAL ACTION AGAINST MERITAGE FOR AN ALLEGED CONSTRUCTION DEFECT, INCLUDING ANY ACTION PURSUANT TO SECTIONS 12 OR 13 HEREIN, BUYER AGREES THAT BUYER AND MERITAGE SHALL COMPLY WITH THE REQUIREMENTS OF CH. 558.

Buyer's Initials: DS

B. **Title Insurance.** Buyer acknowledges that Meritage has not, directly or indirectly, required Buyer to purchase either an owner's or lender's title insurance policy from any particular insurer or agency, or at all, as a condition of the Contract. In the event that Buyer desires to obtain title insurance with respect to the Lot or otherwise to review matters affecting title to the Lot, then as soon as possible after the Agreement Date, Buyer shall cause the title insurer to provide to Buyer such a commitment for a title insurance policy, and to deliver a copy thereof to Meritage. Buyer shall be deemed to have approved such title commitment (and, if Buyer elects to acquire a title policy, to agree to accept at or after Closing a title policy consistent with that commitment, and subject to the matters identified as exceptions therein and matters described in Section 11.A above) unless Buyer delivers to Meritage and Closing Agent a written notice of objection thereto that provides a specific, detailed itemization of each and every basis for such objection (a "Title Objection Notice") on or before the earlier to occur of: (i) five (5) days after Buyer's receipt of the title commitment; or (ii) fourteen (14) days following the Agreement Date; or (iii) the Closing date specified by Meritage in the Closing Date Notification; provided that Buyer may only provide a Title Objection Notice with respect to title exceptions shown on the title commitment that satisfy all of the following conditions: (A) such exceptions are not described in Section 11.A above; and (B) such exceptions are not customary; and (C) such exceptions have a material adverse effect on the value of the Home. If Buyer timely provides a valid Title Objection Notice, Meritage (in its sole discretion) may cancel the Contract or attempt to cause the title insurer to delete or endorse over the title matters identified in the Title Objection Notice. If Meritage fails to cause the title insurer to agree to delete or endorse over such title matters within thirty (30) days after receipt of a valid Title Objection Notice, Buyer may cancel the Contract by delivering written notice thereof

to Meritage and Closing Agent within thirty-five (35) days after delivery of a Title Objection Notice to Meritage, in which event the Earnest Money shall be returned to Buyer. If Buyer fails to cancel the Contract timely, then Buyer shall be conclusively deemed to have waived all such title objections.

C. **Brokerage Disclosure.** Buyer acknowledges that Meritage may be a licensed Florida real estate broker and/or may employ licensed Florida real estate broker(s) and/or agent(s), none of whom represents Buyer. Meritage will only pay a co-brokerage fee or commission to a licensed Florida broker that represents Buyer from the inception of Buyer's dealings with Meritage (the "**Buyer's Broker**"), and only if such Buyer's Broker is identified as the Buyer's Broker below Buyer's signature on this Agreement and in the separate written Broker Registration and Commission Addendum required to be executed and delivered by Buyer's Broker to Meritage concurrently with the execution of this Agreement. If no such Buyer's Broker is identified and/or no such Broker Registration and Commission Addendum is accepted and executed by Meritage in the same manner specified for acceptance and execution of this Agreement, Meritage shall have no responsibility or liability to pay any co-brokerage fee in connection with the Contract and/or Buyer's purchase of the Home. Buyer represents and warrants to Meritage that Buyer has not dealt with any agents, brokers, salespersons, finders, or other persons in connection with the Contract and/or Buyer's purchase of the Home except as expressly disclosed as the Buyer's Broker below Buyer's signature on this Agreement and in the Broker Registration and Commission Addendum, if applicable, and Buyer shall indemnify and hold Meritage harmless for, from, and against any and all loss, damages, claims, demands, obligations, costs, liability, expenses, and responsibility (including, without limitation, all attorneys' fees and costs incurred by Meritage) resulting in any way from any breach of such representation by Buyer, which obligations will survive the termination of the Contract and/or the Closing.

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

Buyer's Initials: DS

E. **Earnest Money Disclosure**. Pursuant to Section 501.1375 of Florida Statutes, Meritage makes the following required disclosure to Buyer: **THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO TEN PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY BUYER**.

Buyer hereby waives its rights under Section 501.1375 of Florida Statutes to have the Earnest Money deposited into an Escrow Account with Closing Agent.

Buyer's Initials: DS

F. **Association Disclosure Requirements**. In the event that the Home is located in an Association, Meritage hereby makes the following disclosure: **BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES. IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER BEFORE EXECUTING THIS AGREEMENT FOR SALE, THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING TO MERITAGE OR MERITAGE'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

Buyer's Initials: DS

G. **Section 720.402, Florida Statutes Disclosure. PURSUANT TO SECTION 720.402, ANY PERSON WHO, IN REASONABLE RELIANCE UPON ANY MATERIAL STATEMENT OR INFORMATION THAT IS FALSE OR MISLEADING PUBLISHED BY OR UNDER AUTHORITY FROM THE DEVELOPER IN ADVERTISING AND**

PROMOTIONAL MATERIALS, INCLUDING, BUT NOT LIMITED TO, AN AGREEMENT OF PURCHASE, THE DECLARATION OF COVENANTS OR ITS EXHIBITS, BROCHURES, AND NEWSPAPER ADVERTISING, PAYS ANYTHING OF VALUE TOWARD THE PURCHASE OF A PARCEL IN A COMMUNITY LOCATED IN THIS STATE HAS A CAUSE OF ACTION AGAINST THE DEVELOPER. In order to confirm the understandings and agreement between Buyer and Meritage, and without limiting the generality of Section 19 below, Buyer acknowledges, by initialing below, that Buyer has independently, and without reliance on any statements of, or any information provided by, Meritage or any agent or representative of Meritage, decided to execute this Agreement and the balance of the Contract.

Buyer's Initials: DS

H. **Energy Rating.** Pursuant to Section 553.996, Florida Statutes, **BUYER, AT ITS SOLE EXPENSE, MAY REQUEST THAT MERITAGE CAUSE A STATE CERTIFIED ENERGY RATER TO PERFORM AN ENERGY EFFICIENCY RATING ON THE HOME. BUYER AGREES THAT THE CONTRACT IS NOT CONTINGENT UPON BUYER'S APPROVAL OF THE RATING AND HEREBY RELEASES MERITAGE FROM ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OR LEVEL OF THE RATING. BUYER ACKNOWLEDGES RECEIPT PRIOR TO BUYER'S EXECUTION OF THIS AGREEMENT OF A BROCHURE FROM THE FLORIDA ENERGY GAUGE PROGRAM REGARDING THE FLORIDA ENERGY EFFICIENCY RATING SYSTEM (THE "ENERGY RATING BROCHURE").**

Buyer's Initials: DS

I. **Homeowner's Construction Industry Recovery Fund. Section 489.1425, Florida Statutes, provides that PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER AGREEMENT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395/1940 North Monroe Street, Tallahassee, FL 32399-1039.**

Buyer's Initials: DS

J. **Property Taxes. Section 689.261, Florida Statutes, provides that a BUYER SHOULD NOT RELY ON MERITAGE'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

Buyer's Initials: DS

K. **Radon Gas Disclosure**. **The following notification is provided in accordance with Section 404.056 of the Florida Statutes: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."**

Buyer's Initials: DS

L. **Megan's Law Disclosure**. Meritage discloses as follows:

> Notice: Pursuant to applicable law, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Florida Department of Law Enforcement at offender.fdle.state.fl.us. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which the offender resides.

Meritage has not and will not check for any offenders in this area. Should you wish to check for offenders in the area in or around the Home that is of concern to you, please refer to the Internet Web site identified in the preceding paragraph.

M. **Wetlands Disclosure**. Wetlands and preserves are common in Florida and are a valuable resource that helps protect the water quality in our streams, lakes, and rivers. If the Home has wetlands/preserves adjacent to it, Buyer must be aware that Buyer cannot legally disturb them without permission of all the agencies involved. Wetlands are defined by criteria established by state, local

and federal agencies and are generally low-lying areas that may be under water during part or all of the year and are habitats for wetland species of plants, animals and insects. Wetlands are common in and around residential subdivisions in Florida. Frequently the legal boundaries of a home sites extend into the Wetlands. Buyer must become familiar with the location of the Home in relation to adjacent or nearby Wetlands. Owners of home sites adjacent to or included within Wetlands are responsible for controlling erosion on their home sites, including maintenance of grass or other ground cover, and for compliance with the regulations and laws concerning the Wetlands.

12. **Disputes and Remedies.**

A. **Meritage's Right to Cancel if Pre-Closing Dispute Arises.** Notwithstanding any provision contained in the Contract, if, prior to the Closing, ANY dispute (whether or not Buyer is in default under the Contract) arises between Meritage and Buyer with respect to the Home or the Contract, and Meritage, in its sole and absolute discretion, determines that such pre-Closing dispute is unable to be resolved on terms acceptable to Meritage and Buyer, then in addition to any other rights and remedies available to Meritage under the Contract, Meritage shall have the unilateral right to elect to cancel the Contract by providing written notice thereof to Buyer and Closing Agent, in which event all Earnest Money shall be returned to Buyer and the parties shall have no further rights or obligations under the Contract (except for those that specifically survive such cancellation). Prior to the Closing, Buyer's rights under the Contract are executory only and may be cancelled by Meritage in accordance with this Section.

B. **Meritage's Remedies for Pre-Closing Default.** In the event Buyer fails to fully and timely comply with any term or provision of the Contract prior to the Closing, or if Buyer advises Meritage in writing or orally that Buyer does not intend to or will not fully perform any provision of the Contract prior to the Closing, Meritage shall have the right to cancel the Contract and retain, as liquidated damages and not as a penalty, an amount equal to the sum of the Earnest Money and all other deposits and payments of any kind paid by Buyer. Buyer hereby acknowledges that because Meritage has taken the Lot off the market for Buyer, spent money on sales, advertising, promotion, and construction, and has incurred other costs incident to the sale contemplated by the Contract, any default by Buyer will damage Meritage. Buyer further acknowledges and agrees that the amount of the damages suffered or incurred by Meritage as a result of a pre-Closing default by Buyer under the Contract would be extremely difficult and/or impractical to ascertain, and that the liquidated damage amount described above constitutes a reasonable estimate of such damages. Such liquidated damages are in addition to, and shall not limit any obligation of Buyer in the Contract to, indemnify and/or hold Meritage harmless, and/or any other obligation of Buyer that survives the cancellation of the Contract. In addition, in the event Buyer fails to timely perform Buyer's obligations at Closing and Meritage does not cancel the Contract as a result thereof, Meritage shall have the right to charge Buyer a late fee in an amount equal to the greater of: (A) interest on the unpaid portion of the Purchase Price at the rate of fifteen percent (15%) per annum; or (B) two hundred fifty dollars ($250.00) for each calendar day from the date of the scheduled Closing until the date Buyer fully performs Buyer's obligations under the Contract; but in either case, not more than the maximum amount permitted under applicable law. Such late fee shall be an additional cost payable by Buyer at Closing and shall be in addition to Meritage's other rights and remedies under the Contract. Such late fee shall not be applicable where prohibited by applicable federal or state laws or regulations.

C. **Buyer's Remedies for Pre-Closing Default. SUBJECT TO MERITAGE'S RIGHTS PURSUANT TO SECTION 12.A ABOVE, IF MERITAGE FAILS TO SUBSTANTIALLY COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT PRIOR TO THE CLOSING, BUYER SHALL DELIVER TO CLOSING AGENT AND MERITAGE A WRITTEN NOTICE DETAILING THE PRE-CLOSING DEFAULT OF MERITAGE. MERITAGE SHALL HAVE TWENTY (20) DAYS FROM THE RECEIPT OF SUCH NOTICE IN WHICH TO REMEDY THE PRE-CLOSING DEFAULT, EXCEPT THAT IF THE REQUIRED PERFORMANCE CANNOT REASONABLY BE COMPLETED BY MERITAGE WITHIN SUCH 20-DAY PERIOD, THEN MERITAGE SHALL HAVE A REASONABLE PERIOD OF TIME WITHIN WHICH TO REMEDY THE PRE-CLOSING DEFAULT. IF MERITAGE DOES NOT REMEDY THE PRE-CLOSING DEFAULT WITHIN THE TIME PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, BUYER, AS BUYER'S SOLE AND EXCLUSIVE REMEDY, MAY EITHER: (I) CANCEL THE CONTRACT AND RECEIVE A REFUND OF THE EARNEST MONEY; OR (II) PURSUE SPECIFIC PERFORMANCE OF THE CONTRACT, AND BUYER HEREBY EXPRESSLY WAIVES ANY OTHER RIGHTS AND REMEDIES BUYER MAY HAVE AT LAW OR IN EQUITY WITH RESPECT TO SUCH DEFAULT. BUYER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ONLY APPLY TO PRE-CLOSING DISPUTES/DEFAULTS BETWEEN THE PARTIES AND, THEREFORE, SUCH PROVISIONS ARE NOT AND WILL NOT BE APPLICABLE TO ANY ALLEGED CONSTRUCTION DEFECTS OR DEFICIENCIES WITH RESPECT TO THE HOME OR ANY DISPUTE OR CLAIM RELATED TO THE WARRANTY OR THE WARRANTY AGREEMENT (AND/OR THE ADDITIONAL WARRANTY, AS APPLICABLE), OR ANY OTHER DISPUTE OR CLAIM ARISING AFTER CLOSING. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, BUYER HEREBY WAIVES THE RIGHT TO PURSUE AN ACTION AGAINST MERITAGE FOR ANY MONETARY DAMAGES OF ANY NATURE FOR ANY PRE-CLOSING DEFAULT, INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES.**

Buyer's Initials: DS

D. **Meritage's Right to Repair**. Meritage expressly reserves all rights to notice and an opportunity to repair any alleged defect(s) with the Home under the Warranty Agreement. Accordingly, as an absolute prerequisite to Buyer commencing any claim against Meritage with respect to any alleged construction defects or deficiencies with respect to the Home, Buyer must first provide Meritage with timely notice and a right to repair any alleged defect(s) in accordance with the Warranty Agreement.

E. **Meritage's Repurchase Right After Closing**. In the event that Buyer initiates any claim or action against Meritage with respect to the Home following the Closing, and the alleged damages or cost to remedy the alleged defect, deficiency or default would exceed ten percent (10%) of the Purchase Price of the Home, Meritage shall have the right and option (but not the obligation), in Meritage's sole discretion, to repurchase the Home from Buyer for an amount equal to the sum of the following less any amounts that may have been paid to Buyer under the Warranty or any other homeowner's warranty in connection with the alleged damages, defect, deficiency or default: (a) the Purchase Price; (b) the value of any documented improvements made to the Home by third party contractors or decorators after the Closing that add ascertainable value to the Home; (c) Buyer's reasonable moving costs; and (d) any customary closing costs paid by Buyer in connection with the purchase of another comparable home within 90 days after the closing of the repurchase of the Home pursuant to this Section. The close of escrow for such repurchase transaction shall occur within 45 days of the date Meritage provides Buyer with written notice of Meritage's intent to exercise such repurchase rights. Title to the Home shall be reconveyed to Meritage free and clear of all monetary liens and encumbrances, and subject only to such other non-financial title matters as existed on the date of the Closing of Buyer's purchase of the Home from Meritage. All closing costs related to the repurchase of the Home by Meritage shall be paid by Meritage. The exercise by Meritage of the repurchase rights provided in this Section shall, to the fullest extent permitted under applicable law, constitute the full and final satisfaction of all claims and actions relating in any way to the Home, including, without limitation, claims relating to any actual or alleged defects and any other claims under the Contract and/or the Warranty Agreement. In the event of such repurchase of the Home by Meritage, Buyer shall promptly execute and deliver any notice of dismissal and/or other documents that may be necessary or appropriate to confirm or evidence such satisfaction.

F. **Waiver of Subrogation**. From and after Closing, Buyer shall secure and maintain insurance covering risk of loss and damage to the Home. Each of Buyer and Meritage hereby releases the other from any claims with respect to any casualty loss to the Home, or other damage to the Home, that could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of the cause or origin, and mutually agree that their respective insurance companies shall have no right of subrogation against the other party on account of any such loss and each party agrees that it will request its insurance carrier to include in its policies such a clause or endorsement. Nothing in this paragraph shall be deemed to modify or otherwise affect releases of either party from liability contained elsewhere in this Agreement.

G. **Waiver of Trial by Jury. IN ADDITION TO, AND WITHOUT WAIVING ANY PROVISION OF THE BALANCE OF THIS SECTION 12, BUYER, TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES BUYER'S RIGHT TO TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING, CLAIM, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN MERITAGE AND BUYER AND IN THE EVENT THAT THE PARTIES AGREE NOT TO RESOLVE A DISPUTE VIA ARBITRATION AS SET FORTH IN SECTION 13 BELOW, IN ANY MATTERS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE CONTRACT, AND ALL SUCH MATTERS SHALL BE HEARD BEFORE A JUDGE AND NOT A JURY.**

Buyer's Initials: DS

H. **Severability**. A determination that any portion of this Section 12 is invalid or unenforceable shall not affect the enforceability of the remaining provisions of the Contract or this Section 12.

13. **Arbitration of Disputes.**

A. **Binding Neutral Arbitration**. Buyer and Meritage hereby agree that any dispute, claim, or controversy between them and/or any of their respective successors in interest shall be determined by binding arbitration, as provided by the Federal Arbitration Act (9 U.S.C. Section 1 et seq.) and in accordance with the terms and conditions of this Agreement, and not by or in a court of law or equity. For purposes of this paragraph, "dispute, claim, or controversy" shall include any and all disputes, claims, or controversies of any type or nature whatsoever involving Buyer (and/or any successor to Buyer) and Meritage, including, but not limited to: (a) those arising from or involving the condition of the Home and/or Meritage's construction of the Home; (b) those arising from or related in any way to this Agreement or the Warranty Agreement; and (3) those relating to any claim for personal injury or property damage allegedly sustained by Buyer. Any determination of the scope and applicability of the agreement to arbitrate, however, shall be made solely by a federal court in the state in which the Home is located.

NOTICE: BY INITIALING THE SPACE PROVIDED BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE CONTRACT AND/OR THE WARRANTY AGREEMENT DECIDED BY BINDING NEUTRAL ARBITRATION AS PROVIDED BY THIS AGREEMENT AND THE FEDERAL ARBITRATION ACT. TO THE GREATEST EXTENT NOT CONTRARY TO STATE LAW, YOU ARE WAIVING AND GIVING UP ANY RIGHTS YOU MAY HAVE TO HAVE ANY CLAIM OR DISPUTE LITIGATED BY A COURT OR BY JURY TRIAL. BY INITIALING IN

THE SPACE BELOW YOU ARE WAIVING AND GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE LIMITED EXTENT PROVIDED IN THIS AGREEMENT. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE FEDERAL AND STATE LAW. YOUR AGREEMENT TO THIS BINDING NEUTRAL ARBITRATION PROVISION IS VOLUNTARY. I/WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL CLAIMS AND DISPUTES TO BINDING NEUTRAL ARBITRATION IN ACCORDANCE HEREWITH.

Buyer's Initials: DS

B. **Rules for Binding Neutral Arbitration.** Subject to the limitations set forth in this Agreement, the arbitration shall be administered by Judicial Arbitration and Mediation Services ("**JAMS**") pursuant to its Arbitration Rules and Comprehensive Procedures, including, but not limited to, the expedited procedures of JAMS Rule 16 and the JAMS Optional Arbitration Appeal Procedure, and in accordance with the Expedited Procedures in those Rules. If JAMS is unable to administer the arbitration within the state in which the Home is located, the American Arbitration Association shall administer the arbitration. Nothing in this Agreement, however, shall preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction or from mutually selecting an alternative arbitration provider.

i. **Demand for Arbitration**. Any demand for arbitration pursuant to this Section shall be in writing and delivered by certified mail, return receipt requested to the address specified in Section 14 of this Agreement, within the applicable statute of limitations period. **Note that pursuant to such Section, a copy of any demand made for arbitration to Meritage must be provided to Meritage Homes, 8800 East Raintree Drive, Suite 300, Scottsdale, Arizona 85260, Attention: General Counsel – THIS NOTICE MAY REQUIRE IMMEDIATE ATTENTION**. Any disputes regarding the sufficiency and timeliness of any demand for arbitration shall be resolved by the "Arbitrator" (as defined in Section 13.0.ii below). In order to constitute a valid demand for arbitration, the party demanding arbitration shall include all of the following in the written demand for arbitration: (i) a detailed description of the claim or dispute; (ii) the date upon which the condition which is the subject of the claim or dispute first arose; (iii) the names, work locations, and telephone numbers of any individuals with knowledge of the dispute; and (iv) the relief requested.

ii. **Appointment of Arbitrator**. A neutral arbitrator, (the "**Arbitrator**") shall be selected by mutual agreement of the parties. Unless Buyer and Meritage agree otherwise, the Arbitrator shall be an attorney licensed and in good standing to practice in the state in which the Home is located or a retired federal or state judge who presided in the state in which the Home is located. The arbitration proceedings shall take place at a location within forty-five (45) miles from both the Home and Meritage's nearest Division office, unless both Meritage and Buyer agree otherwise in writing. In the event Buyer and Meritage are unable to agree upon an Arbitrator, either party may declare an impasse and apply to a court of competent jurisdiction in the state in which the Home is located within ten (10) days thereafter to appoint an Arbitrator, who shall act under this Agreement with the same force and effect as if Buyer and Meritage had selected the Arbitrator by mutual agreement.

iii. **Discovery and Hearing Limitations**. By entering into this Agreement, both Buyer and Meritage acknowledge and agree that one of the goals of arbitration in accordance with this Section is to create an informal process (as contrasted with proceeding in Court) to quickly and efficiently resolve their disputes with minimal cost and expense. With this objective in mind, both Buyer and Meritage agree to the following limitations and parameters:

(a) All discovery will close no later than one hundred fifty (150) days following appointment of the Arbitrator;

(b) If the claim or dispute arises from an alleged construction defect, Meritage shall be entitled reasonable access to the Home to conduct reasonable inspections and destructive testing;

(c) Each party shall be limited to no more than thirty (30) written interrogatories;

(d) Each party shall be limited to no more than thirty (30) document requests;

(e) Each party shall be limited to three (3) depositions of non-expert witnesses and each party's depositions are to consume not more than a total of fifteen (15) hours, with no speaking objections at the depositions except to preserve privilege;

(f) All expert witnesses shall be identified in writing within sixty (60) days after the appointment of the Arbitrator and be made reasonably available for deposition within the discovery period above;

(g) The evidentiary hearing on the merits ("**Hearing**") shall commence within one hundred eighty (180) days following appointment of the Arbitrator;

(h) Upon the request of either party, the Arbitrator shall conduct a site visit;

(i) At the Hearing, each party shall have no more than two (2) days for presentation of direct evidence and for cross examination, exclusive of a site visit and reasonable opening and closing remarks; and

(j) The Arbitrator shall issue a reasoned written decision, including findings of fact and conclusions of law, within thirty (30) days following the close of the Hearing, or within thirty (30) days after service of post-hearing briefs if the Arbitrator directs the service of such briefs.

Notwithstanding the foregoing, for good cause shown, upon written request of either party the Arbitrator may modify these limitations and parameters as equitable. In doing so, however, the Arbitrator shall remain mindful of the parties' objectives to resolve their dispute(s) quickly and efficiently, with minimal cost and expense. Failure to meet any of the foregoing deadlines will not render the award invalid, unenforceable, or subject to being vacated; however, the Arbitrator may impose appropriate sanctions and draw appropriate adverse inferences against the party primarily responsible for the failure to meet any such deadlines.

iv. **Appellate Procedures**. Buyer and Meritage hereby adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure with respect to any final award in excess of $100,000, subject to the following limitations and parameters:

(a) There shall be one (1) neutral Appeal Arbitrator unless either party elects, prior to the selection of an Appeal Arbitrator, to have the appeal heard by a panel of three (3) Appeal Arbitrators. In the event a party elects the appointment of a panel of three (3) arbitrators, the requesting party shall be responsible for the cost and expense of the additional two (2) Appeal Arbitrators. Each Appeal Arbitrator shall have experience as a judge on an appellate court in the state in which the Home is located.

(b) Except as provided otherwise in this Agreement, the parties shall equally share the JAMS and Appeal Arbitrator fees and costs of the Appeal;

(c) The party requesting the appeal shall be responsible, at its sole cost and expense, for providing a certified copy of the hearing transcript and all documentary evidence to the Appeal Arbitrator and the non- requesting party. In the event both parties request the appeal, these costs and expenses shall be equally shared.

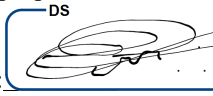
v. **Participation by Other Parties**. Meritage may elect to have all other parties it deems necessary and/or proper included as parties to the arbitration, including, but not limited to, any subcontractors, vendors, manufactures, professionals, and/or others who provided materials, labor, and/or professional services pertaining to the Home. Meritage's failure to add such parties shall in no manner be construed as a waiver of any claims against any such third parties.

vi. **Applicable State Law**. The Arbitrator shall apply the substantive law of the state in which the Home is located to resolve the claims made, without regard to conflict or choice of law rules. Nevertheless, the Arbitrator need not strictly comply with the applicable Rules of Evidence in such state with the sole exception of those regarding the protection of privileged attorney work product and attorney-client communications. Notwithstanding the foregoing provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. Section 1 et seq.).

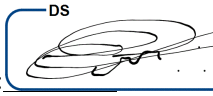
vii. **Class/Collective Action Waiver**. Buyer and Meritage acknowledge and agree that there shall be no right or authority for any dispute or claim to be brought, heard, or arbitrated pursuant to collective action or in a representative capacity on behalf of a class, the community in which the Home is located, or the general public. In the event any party makes a claim in any forum contrary to this provision, the other party shall have the right to seek enforcement of this Class/Collective Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective action or claim. Moreover, notwithstanding any other provision of the Contract, any claim that all or part of this Class/Collective Action Waiver is unenforceable, void, or voidable may be determined only by a court of competent jurisdiction and not by an Arbitrator or Appeal Arbitrator.

viii. **Confidentiality**. The parties shall maintain the confidential nature of the arbitration and the award, including the Hearing, except as may be necessary to prepare for or conduct the hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

ix. **Damages**. The arbitrator(s) may award only those actual damages actually incurred by a party as a direct result of the claims, and may not award punitive or exemplary damages or any incidental, indirect, or consequential damages, including damages for lost profit, except where expressly permitted by statute, and the parties waive any right to recover any such damages and expressly agree that the arbitrator shall have no jurisdiction to enter an award including such damages. In addition, unless the arbitrator determines that Meritage has refused or failed to repair or adequately repair an alleged defect, the arbitrator has no jurisdiction to enter an award of monetary damages, as the Buyer's sole remedy in such event shall be a right to repair and/or replacement, as appropriate.

Buyer's Initials: 

Lot:
Buyer: Eros Carraro

Buyer's Initials: 

x. **Fees and Costs**. Except as required otherwise by this Agreement or the laws of the state in which the Home is located, that would require fees and costs to be assessed against a party, Buyer and Meritage shall share equally in advancing JAMS and arbitrator fees and costs required, and each party shall bear its own attorneys' fees and costs and expressly agrees that the arbitrator shall have no jurisdiction to enter an award for such fees and costs. This provision notwithstanding, the prevailing party shall be awarded its reasonable attorneys' fees and costs to the greatest extent not otherwise contrary to state law in any litigation to enforce or compel arbitration in accordance with this Section.

14. **Miscellaneous.**

A. **Notices.** All notices to be given by either party to the other shall: (i) be in writing; (ii) be effective on the earlier of the day of personal delivery thereof to the party to whom directed, or upon receipt of a facsimile transmission (as evidenced by the automatic, successful transmission, confirmation page), or one (1) day following the date of deposit thereof with delivery charges prepaid with a national delivery service for overnight delivery, or two (2) days following the day of deposit in the United States mail, registered or certified and with postage prepaid, return receipt requested; and (iii) be addressed to the party to receive the notice at the mailing address and/or facsimile number set forth in the Buyer Information Sheet, in the case of Buyer, or to the mailing address and/or facsimile number for Meritage set forth at the end of this Agreement, in the case of Meritage, or at such other mailing address or facsimile number as may be indicated by Meritage by written notice to Buyer given in accordance with this Section. In addition, notice may be given to Buyer by, and shall be effective upon, email to the email address set forth in the Buyer Information Sheet. No notice to Meritage of any alleged breach, default, dispute, or claim relating in any way to the Home or the transaction contemplated in the Contract shall be effective unless a copy thereof has been delivered to Meritage Homes at the mailing address for Meritage set forth at the end of this Agreement with the following notation: "**Attention: Division President – THIS NOTICE MAY REQUIRE IMMEDIATE ATTENTION**".

B. **Amendments.** The Contract may be amended or modified only by a written addendum signed by Buyer and any Authorized Officer of Meritage.

C. **Attorneys' Fees.** Except as required otherwise by this Agreement or the laws of the state in which the Home is located, each party shall bear its own attorneys' fees and costs and expressly agrees that no arbitrator, judge or jury shall have any jurisdiction to enter an award for such fees and costs.

D. **No Assignment.** Buyer may not sell, assign, hypothecate, or otherwise transfer any of Buyer's rights under the Contract, voluntarily, involuntarily, or by operation of law (collectively, "**Transfer**"), without the prior written consent of Meritage, which may be withheld in Meritage's sole discretion. If Buyer attempts to Transfer any of Buyer's interest under the Contract or if Buyer enters into another escrow for the concurrent resale of the Home, Buyer shall be in default under the Contract. Closing Agent is instructed not to assist or participate in any way in the consummation of any so-called "**double-escrow**" initiated by Buyer. Subject to the foregoing prohibition, the Contract shall inure to the benefit of and bind the parties hereto and their heirs, executors, representatives, administrators, successors, and assigns. Notwithstanding the foregoing, in the event of the death of any individual comprising Buyer, Meritage shall, in its sole and absolute discretion, have the right to cancel the Contract, in which event the Earnest Money shall be returned to Buyer.

E. **Non-Waiver.** Nothing contained in the Contract shall in any way be construed to prevent Meritage from waiving or modifying any conditions or requirements contained in the Contract, in its sole discretion, provided that Meritage shall have no obligation to agree to any such waiver and/or modification. Any failure or delay of Meritage to enforce any provision of the Contract shall not be construed as modifying in any way the terms of the Contract or as waiving Meritage's rights to enforce the provisions of the Contract. No waiver of any of Meritage's rights under the Contract in a particular instance shall preclude Meritage's subsequent exercise of its rights under the Contract.

F. **Governing Law and Venue.** The Contract and the rights of the parties under the Contract shall be governed by the laws of the state in which the Home is located. Subject to and without waiving any provision of the Contract relating to the resolution of disputes, any action to enforce the Contract shall be brought in the state or federal court in the county in which the Home is located.

G. **Time is of the Essence.** Time is of the essence of the Contract and every term and provision of the Contract.

H. **Severability.** In the event any provision of the Contract is declared illegal, invalid, or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

I. **Survival.** All representations, releases, discharges, agreements or other obligations to defend, hold harmless, and/or indemnify, dispute resolution provisions, and covenants or agreements of Buyer that are set forth in the Contract and that contemplate performance that may occur after termination of the Contract and/or the Closing will survive any termination of the Contract and/or the Closing. Without limiting the generality of the foregoing, or the survival of any other express provisions to similar effect, the terms and conditions contained in the Schedules to this Agreement will survive the termination of the Contract and/or the Closing.

J. **No Right to Buyer's Lien.** Buyer shall not record in any public records any portion of the Contract, nor any notice thereof, nor any Notice of Lis Pendens in respect to the Home. Any such recording shall constitute a wrongful lien and shall be a material default by Buyer under the Contract.

K. **Joint Obligations.** If Buyer is comprised of more than one person and/or entity, then all of the persons and entities comprising Buyer shall be jointly and severally liable for the performance and/or satisfaction of Buyer's obligations under the Contract.

L. **Third Party Business Providers.** Meritage has, or may establish from time to time, business, marketing referral, and/or alliance relationships with various third party service and/or product providers, and Buyer authorizes Meritage to share with such providers Buyer's name, mailing address, and telephone numbers. If Buyer chooses to purchase any of the services and/or products offered by such provider(s), Buyer acknowledges that all matters related to such services and/or products are the sole and absolute responsibility of such provider(s). Meritage may or may not receive monetary and/or non-monetary consideration and compensation from any of these provider(s) for providing Buyer's information as provided above.

M. **Buyer's OFAC Representations and Acknowledgment.** Buyer represents and warrants to Meritage that Buyer is not (i) identified on the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States; or (ii) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of U.S. law, rule, regulation, or Executive Order of the President of the United States.

15. **Entire Agreement. Meritage wishes to avoid any misunderstanding concerning the purchase of the Home. It is the policy of Meritage not to enter into any oral agreement or to ask any Buyer to rely on any oral representations concerning the Home, the Community, or the surrounding area. As a result, the entire agreement between Buyer and Meritage must be in writing and, therefore, Buyer must write in the spaces provided below ANY understandings, representations, warranties, guaranties, or promises that are not set out in the Contract but that have been made by Meritage or its purported agents or employees and upon which Buyer is relying in making this purchase, and if there are none, Buyer shall so indicate by writing the word "NONE":**

NONE Eros Carraro

Buyer's failure to write anything in the space above shall be conclusively deemed Buyer's affirmation that "NONE" is applicable thereto. To induce Meritage to accept the Contract, and as material consideration to Meritage, Buyer hereby acknowledges that: (i) there are no understandings, representations, warranties, guarantees, or promises of any kind that have been made to induce Buyer to execute the Contract or to acquire the Home except as specifically set forth in the Contract, and the Contract supersedes any and all prior understandings and agreements between the parties; (ii) all advertising materials are superseded by the Contract; (iii) the Contract sets forth in full the entire agreement between the parties; (iv) Buyer has not relied on any oral agreement, statement, or representation that is not expressly set forth in the Contract; and (v) no person on behalf of Meritage is authorized to make any future oral agreement upon which Buyer may rely to cancel, change, or modify any portion of the Contract.

Buyer's Initials: DS

16. Execution of this Agreement by Buyer constitutes an offer to purchase the Home. The Contract shall be deemed accepted by and binding upon Meritage only if and when it is executed by an authorized officer of Meritage (an "**Authorized Officer**"), and the execution or acceptance of the Contract by any salesperson, broker, agent, or employee of Meritage other than an Authorized Officer of Meritage shall NOT be binding upon Meritage. Unless the Contract is accepted by Meritage within thirty (30) days after being executed and delivered to Meritage by Buyer, this offer shall be deemed revoked and the Earnest Money shall be returned to Buyer. The "**Agreement Date**" shall be the date of acceptance of this Agreement by an Authorized Officer. Unless and until the Contract has been accepted by Meritage and Meritage has delivered a fully executed copy of this Agreement to Buyer, Meritage shall be free to accept ANY other offer for the Home and/or Lot without any liability to Buyer as a result thereof. Buyer's offer and Buyer's execution of this Agreement does not constitute a reservation or an option to purchase the Home.

[AGREEMENT CONTINUES ON FOLLOWING PAGES]

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
Eros Carraro
54979344294C4EC...

12/19/2024
Date

Name and Address of Buyer's Broker/Agent: Cristiano Gomes De Almeida

610 Sycamore Street, Suite #315

Co-Broker Commission: (See Broker Registration & Commission Addendum for details)

RECEIVED (But Not Accepted), AND RECEIPT OF THE INITIAL DEPOSIT ACKNOWLEDGED:

By: DocuSigned by:
Meritage's Sales Associate
0E83824048CF464...

12/19/2024
Date

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS ACCEPTED BY MERITAGE, WHICH SHALL OCCUR ONLY IF THE FOLLOWING IS FULLY SIGNED AND COMPLETED.

MERITAGE'S ACCEPTANCE:

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation

By: DocuSigned by:
7CC0F137D4F8417...

Its: Vice President of Finance
(must be a Division President, Division Finance Department Head, or Corporate Officer)

Date: 12/19/2024

Meritage address:

MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation
5337 Millenia Lakes Boulevard, Suite 410
Orlando, FL 32839
Fax No. (407) 641-8401

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MERITAGE HOMES

NEW HOME PURCHASE AGREEMENT

LIST OF SCHEDULES

Schedule 1 **Buyer's Information Schedule**

Schedule 2 **Disclosure, Disclaimer, and Waiver Regarding Mold Conditions**

Schedule 3 **Homebuyer Disclosure**

Schedule 4 **Insurance Agency - Notice of Affiliated Business Arrangement**

Schedule 5 **Closing Agent / Mortgage Notice of Affiliated Business Arrangement**

Schedule 6 **Flood Disclosure**

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MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

SCHEDULE 1

BUYER'S INFORMATION SCHEDULE

Eros Carraro Buyer's Full Name	 Co-Buyer's Full Name
Birthdate: **********	Birthdate:
Rua dos flamboyant 232 Current Address	 Current Address
Leme SP 13613 City State Zip	 City State Zip
São Paulo +5519981350055 Home Phone Mobile Phone	 Home Phone Mobile Phone
eroscarraro@gmail.com Email Address	 Email Address
 Work Phone	 Work Phone
Married X Unmarried Marital Status	Married Unmarried Marital Status

Vesting Instructions: _____

_____

The foregoing information has been reviewed and verified by Buyer:

DocuSigned by:
_____ 12/19/2024
Eros Carraro 54979344294C4EC... Date

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

SCHEDULE 2

Disclosure, Disclaimer, and Waiver Regarding Mold Conditions

Disclosure and Acknowledgments

What You Need to Know about Mold. According to the United States Environmental Protection Agency, mold can be found almost everywhere. Molds are microscopic organisms that are part of the fungi family, and are an essential part of the world's ecological system. Outdoors, many molds live in soil and are key to the natural breakdown and recycling of organic material, such as leaves, wood, and plant debris. Lumber used in the construction of homes typically contains some level of molds, fungi, and/or spores. Because it may be impossible or impracticable to eliminate all indoor mold, indoor mold is an important topic about which you should become informed.

Mold spores are airborne and travel in and out of buildings as air is exchanged and with the movement of people and their belongings. When excessive moisture or water accumulation occurs indoors, mold growth likely will occur, especially if the moisture problem is not discovered and remedied. There is no practical method to eliminate all molds and mold spores in an indoor environment. The primary method to control indoor mold growth is to control moisture. The best course of action for any homeowner is to keep the indoor environment as "clean and dry" and free from dust and dirt as reasonably possible. All mold is not necessarily harmful, but certain strains of mold have been alleged to have adverse health effects in susceptible persons. The most commonly reported effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infections.

Information Available to You. For additional information, you should contact the United States Environmental Protection Agency ("**EPA**"*),* applicable state agencies, or other governmental authorities. The EPA web site contains information and publications regarding mold and other biological pollutants that may be of interest to you. For example, see "Biological Pollutants in Your Home" and "Mold Resources" on the EPA web site (www.epa.gov). Additional mold-related information is available on the Centers for Disease Control and Prevention web site (www.cdc.gov).

Limiting Mold Growth. A practical approach to limiting mold growth is early detection and prompt resolution of excessive moisture. If you can see mold or detect an earthy or musty odor, you can assume you have a moisture problem. Any moisture problem must be solved in order to control and eliminate mold growth. Part of the control of the indoor environment is controlling air moisture. Watch for water condensation on interior surfaces such as walls, windows, and areas near air conditioning registers. Uses that have the potential of increasing relative air humidity include such things as bathing, cooking, plants, washing, and humidifiers, especially if not vented. Other moisture sources, which sometimes can go unnoticed, are water leaks from pipes in walls and rainwater leakage through windows and roofs. Controlling air moisture is the most important action in controlling mold growth. Accordingly, keep drip pans from refrigerators and air conditioners clean and dry and use exhaust fans or open windows when cooking, washing, drying clothes, and bathing. **Report or fix water leaks promptly**. Any indication of water leaks or resulting mold at roofs, windows, floors, carpets, etc., should be reported immediately (within 24 hours) to Meritage's Warranty Department, which will determine if the condition is covered by the Warranty. The prompt reporting of any water leak or intrusion to Meritage's Warranty Department is critical to the containment and minimization of mold growth. By signing below, you acknowledge that Meritage will not be responsible for mold resulting from a water leak or water intrusion that is not promptly reported to Meritage's Warranty Department.

Disclaimer and Waiver

As you can see from the discussion above, whether or not you as a homeowner experience mold growth in your Home depends largely on how you manage and maintain your Home. Meritage's responsibility as a homebuilder must be limited to things that it can control. As explained in the Warranty Agreement, Meritage will repair or replace defects in the construction of the Home as and to the extent provided in the Warranty Agreement. Meritage will not be responsible, however, for any damages caused by mold or by some other cause, including, without limitation, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects. **To the fullest extent permitted by law and except as provided in the Warranty Agreement, all other warranties, express or implied, including, but not limited to, any implied warranty of condition, good and workmanlike manner, habitability, merchantability, or fitness for a particular purpose, are hereby expressly disclaimed and negated.**

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BY SIGNING BELOW YOU CERTIFY THAT YOU HAVE READ AND FULLY UNDERSTAND THE INFORMATION, DISCLOSURES, DISCLAIMERS AND WAIVERS CONTAINED IN THIS SCHEDULE. THIS SCHEDULE CONTAINS INFORMATION AND WAIVERS THAT HAVE A LEGAL IMPACT ON THE PURCHASE OF YOUR HOME.

DocuSigned by:

Eros Carraro
54979344294C4EC...

12/19/2024
Date

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

SCHEDULE 3

Homebuyer Disclosure

Meritage wants each of its buyers to be satisfied customers. Accordingly, Meritage offers the basic disclosures set forth in this Schedule as a service and protection for Buyer, which disclosures are in addition to any disclosures otherwise made in the Contract, any recorded instrument applicable to the Home, pursuant to applicable law, and/or otherwise in writing with respect to the Community. Meritage has no control over much of the information covered in these basic disclosures, and information is subject to change without notice. Accordingly, **Buyer has been encouraged to verify the information contained below through independent means by contacting the individuals, agencies, or firms identified for the most up-to-date information and undertaking such other investigations as Buyer deems necessary or desirable. In addition, because individual sensitivities may vary with respect to conditions at or nearby the Community, Buyer has been urged to investigate the area surrounding the Community to appreciate and/or assess nearby conditions and/or nuisances.**

DISCLOSURE:

1. **Lot Characteristics**. Each lot is unique in its size, shape, and drainage characteristics. Consequently, (a) the size of the Lot, the exact location of sidewalks and driveways (if any), and the drainage patterns of the Lot may differ from any model home plans, drawings, or renderings Buyer has examined; and (b) the placement of ground-mounted air conditioning condensers and other mechanical equipment on the Lot may limit, restrict, or negate the ability to construct or install RV gates and certain other features on the Lot. Building pads are designed and engineered pursuant to applicable standards and generally follow the natural grade of the land. They typically will be built higher than the natural terrain only to the extent necessary to remain free from inundation in a 100-year storm event. If the Home is located within or near a flood plain, Buyer may be required to purchase flood insurance for the Home. Depending on the location of any applicable public sewer main, the configuration and slope of the Lot, and the placement and height of the Home being constructed on the Lot, Meritage may elect (in its sole discretion) to install a sewer ejector pump on the Lot to facilitate the removal and transport of sewage from the Home to such public sewer main.

2. **Materials Used in Construction.** Materials used in the construction of the Lot Improvements, including, but not limited to, paint, stucco, roof material, concrete, block, stone, brick, tile, granite, wood, carpet, laminate, cabinets, and cultured marble, will vary in color and texture depending on age, density, type of finish, dye mixtures, textures, designs, porosity, place of origin, and other factors, and many such finishes will change as they are exposed to the elements. Such variations are typical and should be expected by Buyer, and neither Meritage nor its suppliers or contractors can guarantee exact matches. The concrete floor of the Home may have expansion control joints or a post-tension slab system to minimize cracking due to settling, expansion, and contraction of the concrete. Nevertheless, expansion control joints or post-tension slab systems do not eliminate all cracking from occurring. When ceramic tile is installed, the tile and the grout between the tiles may crack. This is a condition that is uncontrollable by Meritage, and Buyer hereby expressly releases Meritage from any liability or responsibility to replace or repair tile or grout in the event the tile or grout crack or otherwise become dislodged, except as may be required by the Warranty.

3. **Future Development and Home Design Changes**. Meritage shall have the right, without any obligation or liability to Buyer, to:

(a) Make changes in the design and plan of the Community (including, without limitation, the number of homes and/or the sizes of lots in the Community), and in the plans, elevations, sizes, features, prices, and incentives for homes to be hereafter constructed within the Community. Topographical maps in sales office(s), lot plotting maps, maps offered by master developers, and other forms showing Community projections do not in any way constitute Meritage's promise to complete the Community or complete it as shown. This includes any proposed amenities, such as but not limited to, entry monumentation, parks, pools, gazebos, trails, exercise facilities, etc.

(b) Change the contemplated timing of its construction of any other homes in the Community and/or decide to build more or fewer homes than currently planned, or to build larger homes, smaller homes, more expensive homes, less expensive homes, and/or no other homes in the Community.

(c) Use any lawful method of marketing to sell, or otherwise dispose of, any or all of its remaining or future inventory of homes or lots in the Community, including, without limitation, the use of incentives, concessions, price reductions, lot sale programs, bulk sale, or other promotions or techniques, without any regard to the price paid by Buyer for the Home, and without any obligation to offer any comparable incentives to Buyer.

4. **Surrounding Area**. Because Meritage may not have any control over the area surrounding or adjacent to the Lot, Meritage strongly recommends that Buyer drive and walk around or otherwise inspect the Community and the surrounding area (and conduct any other desired research) in order to become familiar with local conditions such as traffic, noise, prospective future development, and other factors prior to consummating the purchase transaction. The character, nature, and uses of the areas surrounding the Community may change, and future uses of adjacent or nearby property could include transportation, commercial, agricultural, equestrian, recreational, pedestrian, and/or any number of other uses. Future development cannot be predicted with accuracy and is subject to change, and for this and other reasons, Meritage cannot make any representation concerning the area surrounding the Lot. It is Buyer's sole responsibility to determine the use and potential use of any property surrounding the Lot.

5. **Construction and Sales Activity**. Certain construction and sales activities may be occurring within and in proximity to the Community after Buyer's occupancy of the Home. This may result in some inconvenience to Buyer due to noise, dust, fumes, vibrations, and traffic from the construction activities and the operation of the model homes and sales office. Construction hours often begin early (particularly in warmer seasons) and sales activity will likely involve significant traffic and visitors, particularly on weekends. As a result of the ongoing construction and sales activities, infrastructure and public and private utilities (water, electrical, cable television, sewer, storm drains, etc.) within the Community and/or servicing the Home may be temporarily interrupted and/or adversely affected during build-out of the Community. Nails and other construction debris may be found within the Community during construction, including on the street. If the Community is gated, the gates likely will remain open as long as any construction work or sales are conducted in the Community. To the fullest extent permitted under applicable law, Buyer hereby waives and agrees not to make any claim against Meritage or its contractors, subcontractors, and suppliers as a result of such construction and/or sales activity.

6. **Pricing; Model and Promotional Features**. Buyer acknowledges that (i) Meritage, as the seller, has the full right to establish prices for the sale of properties in the Community owned by Meritage from time to time (or any other community developed by Meritage), without regard to the price to be paid by Buyer or any other buyers for any specific lot and/or home(s) within the Community; (ii) Meritage may offer lower prices, price reductions, financing incentives, bought down interest rates, new floor plans, additional features, and other similar incentives (collectively, "**Incentives**") to past or future buyers of properties in the Community (or any other community developed, constructed, and/or sold by Meritage) without any obligation to offer any comparable Incentives to Buyer; and (iii) Buyer has satisfactorily negotiated its purchase price for a particular Lot (and improvements) within the Community, and that Buyer is fully satisfied with such price (and any Incentives actually received in connection with the negotiation of such price). Other than Buyer's contracted price, all other prices, terms, upgrades, and any other concessions are subject to change without notice, at the sole discretion of Meritage, including changes in the model homes offered for sale and specification levels in future homes. Meritage has not made any representation, warranty, guaranty or agreement with respect to the valuation of the Lot and/or Home relative to the Purchase Price, nor regarding the future valuation of the Lot and/or Home, nor the likelihood of future appreciation of the Lot and/or Home. Premiums for home sites (if any) vary and are subjective in nature, and are determined based on the particular attributes of each home site, as evaluated from time-to-time by Meritage, and the characteristics that may make a home site unique may change over time, and the home site may become more or less desirable because of such changes. Consequently, Meritage is not responsible or liable for the impact of such changes. Any model home and promotional material that Buyer may have viewed prior to execution of the Contract may contain extra design features, decorations, floor coverings, decorative light fixtures, custom paint and wall coverings, window treatments, landscaping, pool, spa, sound and alarm systems, furnishings, appliances, electronic devices, and other designer/decorator features and amenities that are not included as part of the Home, and that there are items shown in models that are decorator items and/or that display design elements that may not be available for homes in the Community and/or for the Home selected by Buyer. Buyer acknowledges that Meritage's sales associate has reviewed with Buyer the included features for the Home. Further, Buyer understands that models, pricing, and features may vary from community to community, that Meritage may offer many of Meritage's models at several different communities, and that each model has features, code requirements, materials, association guidelines, aesthetics, landscaping, and a host of other factors that may vary from one community to another and/or over time. Meritage's sales associates in one community may not have specific information regarding features available in another community.

7. **Adjustments**. A home is a unique product engineered with a large number of parts, many of which are natural materials. All new homes experience changes in the first several months as materials dry out and naturally settle. Such settlement occurs in virtually all construction. During this process, natural phenomena such as small hairline cracks in wood,

sheetrock, concrete, brick, and stucco, lumber shrinkage, joint separations, and slight realignments of moldings, trims, and door jams may appear in the Home. In addition, various appliances, electronic devices and operating components of the Home may also require fine-tuning or adjustments after initial move in. To the extent these types of occurrences are covered by the Warranty, Meritage will address these issues upon receipt of a written claim pursuant to the procedures outlined in the Warranty. Buyer is strongly encouraged to review the Warranty for precise details regarding coverage and methods of making claims. Homes in the Community may be located in an area containing expansive soil. If this is the case, the Lot Improvements will be constructed in accordance with recommendations made in a soils report prepared by a licensed engineer, with the goal of minimizing the effects of expansive soils, if present. The possible problems caused by expansive soils are often cosmetic, rather than structural, in nature and include, without limitation, upward movement of foundation and floor slab systems, cracking of concrete, flooring surfaces, drywall, and stucco, and misalignment of doors and windows. Buyer's only rights with respect to damage caused by or repairs necessitated by expansive soil conditions, subsurface conditions, or foundation or slab settling shall be to require the repair or correction of such conditions pursuant to the Warranty to the extent such condition is then covered by the Warranty. Flowerbeds and planters should be properly maintained to ensure that water drains away from the foundation because any water ponding near the foundation can be a source of structural problems.

8. **Square Footage**. All square footage and measurements of homes in advertisements, marketing materials, model numbers, or other plan type identification are approximate figures. Different standards of measurement may yield different results. For example, the square footage measurements used by property tax assessors, multiple listing services, real estate appraisers, and/or brokers in particular communities may differ from the standards of square footage measurement used by Meritage or its architects, designers, or other applicable service providers. Moreover, any reference to square footage in the plan or model name for the Home has no bearing on the actual square footage of the Home. Accordingly, the Home may be larger or smaller than anticipated and exact square footage shall not be a material consideration in determining the Purchase Price of the Home or Buyer's decision to purchase the Home.

9. **Easements**. The Lot is subject to all easements of public record, including, but not limited to, those shown on the recorded map or plat of the Lot and those of an apparent nature, including, but not limited to, easements for telephone, electricity, natural gas, cable television, water, sanitary sewer, storm sewer, drainage, and aircraft aviation. Buyer acknowledges that the cost of maintaining these easements may be the responsibility of Buyer. The locations of utility lines/structures, utility improvements (including, but not limited to, junction boxes, transformers, pedestals, meters, and pumps), street lights, pull boxes, fire hydrants, sewer taps, etc., in the Community is controlled by the utility agencies and may be subject to change without prior notice to Buyer.

10. **Drainage**. The Community has been designed to facilitate drainage, often using existing drainage patterns. Consequently, during heavy rain, full running water may occur on Lots, including low spots of driveways. The Lot will be graded according to the final engineered grading and drainage plan, which has been developed to facilitate proper drainage from slopes and yard drainage to the street and/or out of the Community. This plan may include slopes and berms on the Lot to accommodate drainage conditions. Drainage features on the Lot may be subject to erosion requiring periodic maintenance. Erosion is a natural occurrence in many environments and can be minimized by careful landscape planning, but not completely prevented. When erosion occurs, it is the Buyer's responsibility to repair and maintain affected areas. ANY INTERFERENCE with the drainage pattern(s), as initially constructed, can cause water to become entrapped within the yard area, materially impact soil characteristics, and negatively affect the structural integrity of the Home. This is particularly the case in areas of more sensitive soils. Pooled water, incorrect drainage, leaky irrigation systems, over-watering, or other conditions can also lead to groundwater infiltration and must be avoided. *Please note:* the construction of retaining walls, pools, spas, patios, gazebos, curbs, decks, walks, or any other landscape amenities can block, alter, or modify drainage patterns, thereby requiring corrective measures to be taken to insure proper water flow. Buyer acknowledges that Meritage has advised Buyer not to change or interfere with the established drainage pattern(s) on the Lot without consulting a licensed landscape architect or civil engineer.

11. **Site Plan**. There may be a map of the Community in the sales office that is not an official site plan. It is an artist's concept and is not drawn to scale. This map is intended to give Buyer a general overview of the development. The site plan may not reflect all easements with accuracy. The site plan does not constitute a guarantee that the Community will be built out or developed as shown in any such site plan. Plans are copyrighted and/or otherwise subject to intellectual property rights of Meritage and/or others and cannot, without Meritage's prior written consent (which Meritage may withhold in its sole discretion), be reproduced or copied for use by Buyer or any third party. Buyer shall not infringe on any such copyrights or other intellectual property rights in any manner, including, but not limited to, the construction of a residence substantially similar to the Home. Individual plot/survey plans describe the actual Lot boundaries and house location, copies of which should be provided as part of the title documents and may also be available at the sales office. At closing, Buyer will be given (upon request and at Buyer's expense) an updated individualized survey plot plan for their particular Lot. Lots in the

Community may contain areas designated by applicable governmental authorities where the Community is located as "Natural Area Open Space" ("**NAOS**") and/or "Drainage Easement" ("**DE**"). Generally, these areas must remain undisturbed; however, in certain circumstances, such areas may be disturbed during home construction. Buyer will be responsible for revegetating any NAOS/DE area disturbed on the Lot as part of the building process.

12. **Trees and Other Vegetation**. Meritage does NOT guarantee the preservation of any trees, shrubs, ground cover, or other foliage located on the Lot, in the Community, or anywhere within the vicinity of the Community, and MERITAGE EXPRESSLY RESERVES THE RIGHT TO REMOVE ANY TREE(S) AND/OR OTHER VEGETATION IT DEEMS NECESSARY OR DESIRABLE. This includes any "greenbelt," "detention," "park land," and related areas that may exist in the Community. Meritage is not responsible for any immediate or long-term damage to vegetation caused by construction activity, adverse weather, or otherwise. The construction of homes, lots, streets, and/or utilities may alter the environment of any trees, shrubs, or other landscaping. All care and maintenance of any such foliage is solely the responsibility of Buyer. This includes all obligations to water, trim, or otherwise maintain foliage.

13. **Ponds.** The Community may contain one or more ponds intended to assist with drainage within the Community that may also offer aesthetically pleasing qualities to the Community. Further, some of the home sites in the Community may have direct views of one or more of such ponds. Since such pond(s) act(s) in conjunction with the drainage system of the Community, the water level of such pond(s) will not be maintained and will be controlled solely by the amount of rain received by the Community and the resulting runoff from such rain events. As a result, during drought or dry conditions, such pond(s) may contain little or no water. None of Meritage, its agents, employees, and subcontractors has made or can make any representation, warranty, or covenant of any kind regarding the water level of the pond(s), the maintenance of the pond(s) or any surrounding areas, or otherwise with respect to such pond(s).

14. **Views and Surroundings. N**one of Meritage, its agents, employees, and subcontractors has made or can make any representation, warranty, or covenant of any kind regarding: (i) views that may be available from the Home; (ii) the height or nature of homes to be constructed adjacent to or near the Home; (iii) the continuation or cessation of the existing nature, character, or uses of the areas surrounding the Community and/or adjacent to the Home; (iv) the permissibility or likelihood of changes to the existing nature, character, or uses of the property surrounding the Community; (v) the presence or level of noise, fumes, vibrations, dust or fuel particles, and other effects from nearby roadways, airports, property, or equipment, whether permanent, temporary, or transported on, to, or away from nearby locations; and (vi) whether or not any open or undeveloped space adjacent to the Lot or the Community, if any, will remain open space or undeveloped, as any such areas may be changed or developed in the future. A view may be negatively impacted by a variety of occurrences, including, but not limited to, the construction of rooftops, buildings, decks, landscaping, or other future development. Meritage makes no statements or assurances with respect to the construction, future improvements, and landscaping that may have an impact upon the view of the Lot. Any view from the Lot or surrounding areas, whether developed or undeveloped, is not part of the value of the Lot. Since Meritage cannot control future development adjacent to the surrounding community, Meritage cannot guarantee preservation of any potential view, now or in the future. Meritage is not responsible for or bound by any representation regarding views made by a sales person or agent under any circumstances.

15. **Open Spaces/Recreational Areas**. In the event there are designated open spaces, lakes, golf courses, or other recreational areas within the Community or areas surrounding the Community, Meritage makes no representations with respect thereto. If the Community is located adjacent to or in the vicinity of a golf course, body of water, or natural terrain, there are certain hazards and risks of injury or damage to person or property that result from living or owning a residence adjacent to or near such features. Meritage is under no obligation to protect Buyer from damage or injury resulting from the proximity of the Home to such features, and Buyer hereby releases, remises, and forever discharges and agrees to save and hold Meritage harmless for, from, and against all liabilities, claims, debts, demands, risks, causes of action, and possible causes of action whatsoever arising out of or relating in any way to any loss, damage, or injury (including death) that may be sustained to any persons or property in connection with such features, which obligations will survive the termination of the Contract and/or the Closing.

16. **Attic Access**. Ladders facilitating entry into attic space are designed and intended for access only. Meritage does not represent or warrant the use of attic space for storage or existing joist members for support of additional weight. Buyer uses attic space at its own risk.

17. **Tract Boundary Fence or Wall**. In some instances, walls and/or fences may encroach on either side of actual lot lines, and the placement and location of perimeter walls and fences for the Lot are subject to Meritage's discretion dependent upon topographical or other site conditions and issues and/or any requirements and limitations imposed by any applicable governmental authority or owners association. An easement shall be deemed to exist for any such encroachment, and Buyer's acquisition of the Home shall constitute Buyer's acknowledgment of such easement. Many times, tract boundary fences or

walls are set back onto homeowners' lots (inside lot lines) at certain distances or intervals to create a more aesthetic Community. As a result, lots bordered by these types of fences or walls may be subject to an easement and extend to the other side of the boundary structure. Buyers of homes along the perimeter of the tract should refer to the recorded plat map or individual survey plot plan to determine the precise location of any tract boundary fence or wall, and the actual lot lines of the Lot.

18. **Retaining Walls**. Grading plans may require some lots in the Community to have retaining walls, which may be located on or adjacent to the lot line; however, walls shown on grading plans may be added or deleted based on site conditions. If a retaining wall is along a street or public right-of-way, the retaining wall may be inside the lot line and, if so, it is the Buyer's responsibility to maintain. If a retaining wall is located between adjacent property owners, the responsibility to repair and maintain the retaining wall is the joint responsibility of the adjacent homeowners. Soils/materials behind a wall may settle or erode and create indentures in the ground at the top of the wall, and such soils/materials should be maintained by the Buyer because eroded areas are not warranted under the Warranty. The Purchase Price of the Home does not include any retaining wall installations by Meritage, other than those installed pursuant to original development plans.

19. **Utilities; Technology**. Meritage is not responsible for providing any utilities to the Property other than those necessary for obtaining a certificate of occupancy. However, the Home may be pre-wired and equipped with certain communications equipment required by, and in accordance with, the specifications of the developer of the Community. In such event, Buyer understands that Meritage has no control over the functionality or connectivity of such equipment outside of the Home itself and is not responsible for the operation or capabilities of any of such equipment, nor the period associated with the functional completion of any related equipment and/or facilities outside of the Home itself.

20. **Natural Occurrences and Environmental Conditions.** The Home and its occupants may now or in the future be exposed to various natural occurrences and/or environmental conditions in or near the Home (collectively "**Environmental/Physical Conditions**") that may include, without limitation, earthquakes, floods, storms, tornadoes, hurricanes and other natural disasters, radon gas and/or electromagnetic fields (as discussed below), dust, mold, moisture, the presence of surface and/or underground utility lines and facilities, and the possibility of air, water, and soil pollution, and/or seismic fault lines, earth fissures, sink-holes or ground subsidence. The future occurrence of any such Environmental/Physical Conditions and the resulting effects on Buyer or any occupants of the Home are beyond the control of Meritage. Meritage disclaims all liability, and Buyer hereby waives all warranties, either expressed or implied, including any warranties of habitability or fitness for a particular purpose, that could be construed to cover the presence of any Environmental/Physical Conditions. Buyer should insure against Environmental/Physical Conditions.

21. **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the state where the Home is located. Additional information regarding radon and radon testing may be obtained from the local public health department for the area where the Home is located. Meritage disclaims all liability, and Buyer hereby waives all warranties, either expressed or implied, including any warranties of habitability or fitness for a particular purpose, that could be construed to cover the presence of radon.

22. **Electromagnetic Fields**. All power lines and electrical appliances and devices that draw electric current have electromagnetic fields ("**EMF**") around them. Meritage has no expertise or information about EMF or the detection of EMF and does not review or monitor research efforts regarding EMF. Consequently, Meritage does not make any representations or warranties of any kind related to EMF. Rather, Buyer should contact its local electric utility company servicing the Home or its state or local environmental, energy, or health agencies, or the regional office of the Environmental Protection Agency to obtain such information.

23. **School Boundaries**. Meritage does not represent or guarantee that occupants in the Home will be entitled to attend any particular school or school district, or that the same school or school district will be open or available for enrollment for any particular period of time. Enrollment eligibility requirements (including geographical district and attendance boundaries) may change over time. Buyer should independently confirm which schools and districts are available for enrollment and obtain information about any applicable boundary change processes.

24. Rentals. Although the purchase of residential properties by companies and individuals for the primary purpose of rental is not a new phenomenon, the purchase of significant numbers of such homes in a single community is a more recent practice that continues to grow across the country. Buyer acknowledges that, subject to applicable laws, ordinances, covenants, conditions, and restrictions: (i) Meritage, as the seller, has the full right to sell homes, lots, and other property in the Community owned by it to any buyer it chooses; (ii) other owners of homes, lots, and other property in the Community also have the right to sell such homes, lots, and other property in the Community that they own to any buyer they choose; (iii) such buyers may include individuals and/or entities whose primary business is the rental of residential properties; and

(iv) such sales to such buyers may include a significant portion of the Community. As a result, a significant number of the residences in the Community may now, or in the future, be not owner-occupied, but instead occupied by the renters of the owner. Since these sales can occur at any time, including after the sale to the initial homebuyer, Meritage cannot be responsible for or bound by any representation or statement by any sales person or agent as to whether or not any portion of the Community is currently or will be owned by individuals and/or entities whose primary business is the rental of residential properties.

Buyer acknowledges that Buyer's execution of the Agreement evidenced Buyer's understanding of and agreement to the foregoing disclosures and acknowledgments, and Buyer's agreement to release and waive any rights or remedies Buyer may otherwise have now or in the future against Meritage with respect to the matters set forth in this Schedule.

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MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

SCHEDULE 4

Insurance Agency Notice of Affiliated Business Arrangement

Initially capitalized terms used and not otherwise defined in this Schedule have the meanings given such terms in the New Home Purchase Agreement to which this Schedule is attached.

Meritage hereby notifies you that Meritage has a business relationship with Meritage Homes Insurance Agency, Inc. ("**MHIA**"). Specifically, Meritage and MHIA are each owned, directly or indirectly, one hundred percent (100%) by Meritage Homes Corporation. As a result of this relationship, Meritage's referral of MHIA may provide Meritage with a financial or other benefit.

MHIA is an insurance agency that offers polices of homeowner's and/or flood insurance for one or more insurance companies. You may receive an insurance quote on the Home from MHIA. Set forth below is the estimated fees or range of fees charged for the settlement services listed. You are **NOT** required to use MHIA as a condition of your purchase of the Home from Meritage. THERE FREQUENTLY ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES FOR YOU AND THE BEST RATE FOR THESE SERVICES.

Service	Fee or Range
Homeowner's Insurance	Approximately 0.2% to 2.5% of the Purchase Price
Flood Insurance	Approximately 0.1% to 1.0% of the Purchase Price

NOTE: The above charges are estimates only, and are subject to change without notice. Further, the cost of insurance may vary due to many factors, including, without limitation, the size, location, and cost of your home. Moreover, if enhancements to the standard policy are requested or required (such as, but not limited to, increased insurance limits, scheduled articles, and/or earthquake coverage), the premium may increase. Actual quote and acceptance by MHIA/the insurance company is subject to application of insurer company underwriting guidelines, including, but not limited to, verification of your credit score and previous loss history.

BUYER'S ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AFFILIATED BUSINESS ARRANGEMENT: I/We acknowledge that I/we have received and read this Notice of Affiliated Business Arrangement and that I/we understand that Meritage has a business relationship with the entity or entities identified above, and that Meritage may receive a financial or other benefit as the result of Meritage's referral of such entity or entities.

DocuSigned by:
Eros Carraro
54979344294C4EC...

12/19/2024
Date

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

SCHEDULE 5

Notice of Affiliated Business Arrangement

CAREFREE TITLE AGENCY, INC.

Meritage hereby notifies you that Meritage has a business relationship with Carefree Title Agency, Inc., a Texas corporation ("**Carefree**"). Specifically, Meritage and Carefree are each owned, directly or indirectly, one hundred percent (100%) by Meritage Homes Corporation. As a result of this relationship, Meritage's referral of Carefree may provide Meritage with a financial or other benefit. As provided in the Agreement you are **NOT** required to use Carefree as a condition of your purchase of the Home from Meritage.

Set forth below is the estimated fees or range of fees charged for the settlement services listed. You are **NOT** required to use Carefree as a condition of your purchase of the Home from Meritage. THERE FREQUENTLY ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES FOR YOU AND THE BEST RATE FOR THESE SERVICES.

Service	Fee or Range
Owner Policy of Title Insurance *	Promulgated Rates
Mortgagee's Policy of Title Insurance*	$25 - $450
Policy Endorsements*(Owner and/or Mortgagee)	$25 - $500
Settlement Fee	$450 - $975
Recording Fee	Included in the Escrow Fee
FL Title Administrative Surcharge**	Promulgated Rates when imposed by FLDFS

(*) Price set by the Florida Department of Insurance
(**) Including the Florida Department of Insurance promulgated rates
(***) Imposed by, and paid to, Florida Department of Financial Services ("FLDFS")

NOTE: The above charges represent only those charges by Carefree. Buyer will be charged additional closing costs by the Lender. MTH Mortgage and/or the applicable Lender will provide Buyer with a Good Faith Estimate of Settlement Costs detailing all estimated costs to be charged at settlement.

MTH MORTGAGE

Meritage hereby notifies you that Meritage has a business relationship with MTH Mortgage, LLC, an Arizona limited liability company ("**MTH Mortgage**"). Specifically, Meritage or one of its affiliates is a member of and owns a sixty-five percent (65%) ownership interest in MTH Mortgage. As a result of this relationship, Meritage's referral of MTH Mortgage may provide Meritage with a financial or other benefit.

Set forth below is the estimated fees or range of fees charged by MTH Mortgage, LLC for settlement services (lender fees, excluding third party fees). You are **NOT** required to use MTH Mortgage as a condition of your purchase of the Home from Meritage. THERE FREQUENTLY ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES FOR YOU AND THE BEST RATE FOR THESE SERVICES.

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Service	Fee or Range
Lender Paid Broker Compensation	0 - 4% of Loan Amount

NOTE: The above charges represent only those charges by MTH Mortgage. Buyer will be charged additional closing costs by the Closing Agent and/or Lender. MTH Mortgage and/or the applicable Lender will provide Buyer with a Good Faith Estimate of Settlement Costs detailing all estimated costs to be charged at settlement.

BUYER'S ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AFFILIATED BUSINESS ARRANGEMENT: I/We acknowledge that I/we have received and read this Notice of Affiliated Business Arrangement and that I/we understand that Meritage has a business relationship with the entity or entities identified above, and that Meritage may receive a financial or other benefit as the result of Meritage's referral of such entity or entities.

DocuSigned by:
54979344294C4EC...

Eros Carraro — 12/19/2024
Date

MERITAGE HOMES

NEW HOME PURCHASE AGREEMENT

SCHEDULE 6

FLOOD DISCLOSURE

FLORIDA STATUTE 689.302 REQUIRES A SELLER TO COMPLETE AND PROVIDE A FLOOD DISCLOSURE TO A PURCHASER OF RESIDENTIAL REAL PROPERTY AT OR BEFORE THE TIME THE SALES CONTRACT IS EXECUTED.

SELLER, MERITAGE HOMES OF FLORIDA, INC., PROVIDES BUYER THE FOLLOWING FLOOD DISCLOSURE.

Property address: 16312 Happy Eagle Drive, CLERMONT, FL 34714

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 ❑ has not 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 ❑ has not 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.

BUYER'S ACKNOWLEDGEMENT OF RECEIPT OF THIS FLOOD DISCLOSURE: I/We acknowledge that I/we have received and read this Flood Disclosure.

DocuSigned by:
_____ 12/19/2024
Eros Carraro Date
54979344294C4EC...

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

FLORIDA FOREIGN PRINCIPALS ADDENDUM

THIS FLORIDA FOREIGN PRINCIPALS ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into by the undersigned Buyer to supplement that certain New Home Purchase Agreement entered into between Buyer and MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation ("**Meritage**"), prior to or concurrently herewith, which relates to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

Effective July 1, 2023, FL. STAT. § 692.201-205 restrict the sale to certain foreign persons and entities and ownership by certain foreign persons and entities of certain real property located in the State of Florida, subject to limited exceptions. The Florida Real Estate Commission (the "**Commission**") is to adopt by Rule pursuant to Laws of Florida Chapter 2023-33 official forms for use in connection with such statutes. At least one of these official forms is an affidavit that Buyer is and will be required to execute in connection with the purchase of the Home, which affidavit confirms that Buyer is in compliance with the refenced statutes (the "**Affidavit**"). To date, the Commission has not yet adopted any official forms, but the Florida Land Title Association has drafted certain forms that have been proposed to the Commission for adoption as official forms and have been circulated for use until the Commission adopts official forms for use. Buyer acknowledges receipt and review of the following documents promulgated by the Florida Land Title Association:

INITIAL
(as applicable)

_____ NOTICE: FLORIDA NOW RESTRICTS THE SALE OF PROPERTY TO FOREIGN PRINCIPALS (Sec. 692.202-205, F.S.)

_____ Affidavit for Conveyances to Foreign Entities – By Individual Buyer

_____ Affidavit for Conveyances to Foreign Entities – By Entity Buyer

ALL OF THE ABOVE-MENTIONED DOCUMENTS ARE IMPORTANT TO BUYER'S PURCHASE OF THE HOME. BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED ALL OF THE ABOVE DOCUMENTS AND HAD THE OPPORTUNITY TO READ THEM PRIOR TO EXECUTING THIS ADDENDUM AND THE NEW HOME PURCHASE AGREEMENT.

Buyer further acknowledges that: (a) Meritage makes no (and hereby disclaims any) representation or warranty with respect to the documents identified above (including, without limitation, the content therein) and such documents are subject to change and replacement by official forms adopted for use by the Commission in the future, which such official forms will be controlling and apply to the purchase of the Home by Buyer; (b) neither Meritage nor any employee, representative, or agent of Meritage has, can, or will offer legal advice in connection with FL. STAT. § 692.201-205, including, without limitation, whether or not such statutes are applicable to Buyer in connection with the purchase of the Home, whether Buyer qualifies

Buyer's Initials: DS

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for any exception set forth in such statutes, whether the forms promulgated by the Florida Land Title Association will be sufficient or the same or similar as the official forms adopted by the Commission, or otherwise; and (c) Meritage may require the execution of the Affidavit at any time following the execution of this Addendum and prior to Closing, and from time to time during that term, using the form promulgated by the Florida Land Title Association and provided in connection with this Addendum, a replacement form, or an official form adopted by the Commission, and Buyer's failure or refusal to execute, acknowledge, and deliver an Affidavit to Meritage promptly following Meritage's request for the Affidavit shall be a material default by Buyer under the Contract entitling Meritage to exercise any and all of its rights and remedies under the Contract or otherwise available under law.

In order to ensure that Meritage, as a seller of real property to Buyer, is compliance with FL. STAT. § 692.201-205, Buyer represents, warrants, and covenants to and with Meritage that Buyer is:

DS
Initial to confirm)
Not a Foreign Principal as defined in §692.201, F.S. and as such is in compliance with the requirements set out in §692.202-205, F.S. **OR** is a Foreign Principal as defined in sec §692.201, F.S. but is in compliance with the requirements set out in §692.202-205, F.S. applicable to the purchase of the Home.

Buyer acknowledges and agrees that: the foregoing representations, warranties, and covenants are material to Meritage's decision to enter into the Contract and agree to sell the Home to Buyer, such representations, warranties, and covenants are made as of the date of this Addendum and as of the date of the Closing for the Home, and any inaccuracy and/or breach of such representations, warranties, and covenants shall be a material default by Buyer under the Contract entitling Meritage to exercise any and all of its rights and remedies under the Contract or otherwise available under law.

BUYER ACKNOWLEDGES THAT: (a) FL. STAT. § 692.201-205 PROVIDES THAT LAND ACQUIRED IN VIOLATION OF THIS LAW MAY BE FORFEITED TO THE STATE; and (b) BUYER HAS BEEN ADVISED AND ENCOURAGED TO CONSULT WITH LEGAL COUNSEL OF BUYER'S CHOOSING PRIOR TO ENTERING INTO THIS ADDENDUM AND THE NEW HOME PURCHASE AGREEMENT IN ORDER TO EVALUATE THE EFFECTS OF FL. STAT. § 692.201-205 ON BUYER'S DECISION TO EXECUTE SUCH DOCUMENTS AND CONTRACT FOR THE PURCHASE OF THE HOME.

In the event of any conflict between this Addendum and any other portion of the Agreement, the provisions of this Addendum shall control. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

AGREED as of the date written.

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
_____ 12/19/2024
Eros Carraro Date
54979344294C4EC...

DS
Lot: Buyer's Initials:_____
Buyer: Eros Carraro
Florida Foreign Principals Addendum 003023

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NOTICE: FLORIDA NOW RESTRICTS THE SALE OF PROPERTY TO FOREIGN PRINCIPALS (Secs. 692.202-205, F.S.)

Effective July 1, 2023, *foreign principals* of these *foreign countries of concern* are prohibited from purchasing or acquiring any interest in certain types of Florida real property, subject to limited exceptions:

- The People's Republic of China
- The Russian Federation
- The Islamic Republic of Iran
- The Democratic People's Republic of Korea
- The Republic of Cuba
- The Venezuelan regime of Nicolás Maduro
- The Syrian Arab Republic
- Any agency of or any other entity of significant control of such foreign country of concern

BUYERS ARE A FOREIGN PRINCIPAL IF ANY OF THESE APPLY TO THEM:

(a) The government or any official of the government of a foreign country of concern;

(b) A political party or member of a political party or any subdivision of a political party in 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 paragraphs (a) through (d) 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 Florida.

IF A BUYER IS A FOREIGN PRINCIPAL, FLORIDA LAW <u>PROHIBITS</u> THEM:

- From purchasing or acquiring any interest in real property in Florida classified as agricultural land[1] or within 5 miles of a military installation.[2]
- With limited exceptions, from purchasing or acquiring any interest in real property in Florida within 10 miles of a critical infrastructure facility[3] or military installation
- NOTE: Foreign principals of the People's Republic China are prohibited from purchasing or acquiring any interest in <u>any</u> real property in Florida regardless of its classification, subject to the Limited Residential Exception and Diplomatic Purposes Exception described below

CERTAIN EXCEPTIONS MAY APPLY:

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[1] "Agricultural land" is defined to be that which has "agricultural classification" under 193.461 F.S.

[2] "Military Installation" means a base, camp, post, station, yard, or center encompassing at least 10 contiguous acres that is under the jurisdiction of the Department of Defense or its affiliates. Sec. 692.201(5), F.S.

[3] "Critical infrastructure facility" means any of the following, if it employs measures such as fences, barriers, or guard posts that are designed to exclude unauthorized persons:

(a) A chemical manufacturing facility.
(b) A refinery.
(c) An electrical power plant as defined in s. 403.031(20).
(d) A water treatment facility or wastewater treatment plant.
(e) A liquid natural gas terminal.
(f) A telecommunications central switching office.
(g) A gas processing plant, including a plant used in the processing, treatment, or fractionation of natural gas. (h) A seaport as listed in s. 311.09.
(i) A spaceport territory as defined in s. 331.303(18)
(j) An airport as defined in s. 333.01

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- Limited Residential Exception - If the Buyer is a 'natural person' subject to the law, they may still purchase one residential real property, up to 2 acres in size, if all of the following apply:
  (a) The parcel is not on or within 5 miles of any military installation;
  (b) Buyer 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 in Florida;
  (c) The purchase is in the Buyer's name, i.e., the name of the person who holds the visa or official documentation described in paragraph (b), and
  (d) The Buyer is only entitled to one residential property as described above.
- Diplomatic Purposes Exception - The real property is for diplomatic purposes as recognized, acknowledged, or allowed by the Federal Government

CAUTION: PERSONS WHO ARE OR MAY BE DEFINED AS "FOREIGN PRINCIPALS OF FOREIGN COUNTRIES OF CONCERN" SHOULD CONSULT WITH AN ATTORNEY BEFORE PURCHASING OR ACQUIRING ANY INTEREST IN REAL PROPERTY IN FLORIDA ON OR AFTER JULY 1, 2023. LAND ACQUIRED IN VIOLATION OF THIS LAW MAY BE FORFEITED TO THE STATE.

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Affidavit

[Part III, Ch. 692 F.S. - Conveyances to Foreign Entities - By Individual Buyer]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared _____ ("Affiant"), who deposes and says under penalties of perjury that:

(When used "Affiant" includes singular or plural as context so requires or admits.)

1. Affiant is purchasing or acquiring an interest in the following described real property:

   [Insert Legal Description]

2. Affiant has read the attached Notice and has been given the opportunity to consult with an attorney.
3. Affiant is (Initial which is applicable):

   _____ Not a Foreign Principal as defined in §692.201, F.S. and as such is in compliance with the requirements set out in §692.202-205, F.S.

   OR

   _____ A Foreign Principal as defined in §692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.

4. Affiant acknowledges the foregoing representations will be relied upon to establish compliance with the law.

_____
(Affiant)
Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization this ___ day of _____, 20___, by_____ who [ ] is personally known or [ ] has produced _____ as identification.

_____
Notary Public

[Notary Seal]

Printed Name: _____
My Commission Expires: _____

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Affidavit

[Part III, Ch. 692 F.S. - Conveyances to Foreign Entities - By Entity Buyer]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared _____ ("Affiant") who deposes and says under penalties of perjury that:

(When used "Affiant" and "Buyer" include singular or plural as context so requires or admits.)

1. Affiant is the [state official capacity] of [state name/type/venue of entity], which is hereinafter referred to as "Buyer."
2. Buyer is purchasing or acquiring an interest in the following described real property:
   [Insert Legal Description]
3. Affiant has read the attached Notice and has been given the opportunity to consult with an attorney.
4. Buyer is (Initial which is applicable):

   ____ Not a Foreign Principal as defined in §692.201, F.S. and as such is in compliance with the requirements set out in §692.202-205, F.S.

   OR

   ____ A Foreign Principal as defined in sec §692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.

5. Affiant acknowledges the foregoing representations will be relied upon to establish compliance with the law.

_____
(Affiant)
Print Name: _____
Official Capacity: _____
Name of Buyer: _____
Address: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization this ___ day of _____, 20___, by_____ who [ ] is personally known or [] has produced _____ as identification.

_____
Notary Public

[Notary Seal]

Printed Name: _____
My Commission Expires: _____

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

CREDIT CARD ADDENDUM

THIS CREDIT CARD ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into by and between Meritage Homes of MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation ("**Meritage**"), and the undersigned Buyer in connection with that certain New Home Purchase Agreement (together with any and all addenda and amendments thereto existing as of this Addendum, the "**Agreement**") entered into between Buyer and Meritage prior to or concurrently herewith, which relates to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

Buyer has requested that Meritage accept the payment of the Initial Deposit via credit card. Meritage is willing to accept the payment of the Initial Deposit, as specified by Meritage (but not any other portion of the Earnest Money), via credit card on the following terms and conditions, to which Buyer hereby agrees:

1. Buyer represents and warrants to Meritage that Buyer will be, at the time of payment of the Initial Deposit, an authorized charger on the credit card used by Buyer to pay the Initial Deposit.

2. Buyer acknowledges and agrees that the credit card charge is made in satisfaction of a current obligation to make the Initial Deposit and cannot be revoked or reversed in any manner. Any attempt to revoke or reverse such payment shall be deemed an immediate breach of the Contract by Buyer and shall entitle Meritage to exercise all rights and remedies under the Contract and otherwise at law or in equity. Further, Buyer shall indemnify Meritage for any claims, costs, damages, and expenses associated with any attempt to revoke or reverse the credit card charge for the Initial Deposit, which obligation shall survive any termination of the Contract.

3. If, at any time, Buyer is entitled to a refund of any portion of the Initial Deposit, said refund will be made via check in favor of all parties constituting Buyer and otherwise in accordance with Buyer's standard policies and procedures.

4. This Addendum, together with the balance of the Contract, constitutes the entire agreement, whether written or oral, between Buyer and Meritage with respect to the subject thereof. All of the terms, provisions, and conditions of any portion of the Contract that are not expressly modified, amended, supplemented, or clarified by this Addendum (or which, in context, must be deemed modified, amended, or clarified hereby) are hereby ratified and reaffirmed and shall remain in full force and effect. In the event of any conflict between this Addendum and any other portion of the Contract, the provisions of this Addendum shall control.

5. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties' execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

[Remainder of this page intentionally left blank. Signature pages follow]

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

NOTE: This Addendum shall not be effective unless and until it is accepted by an authorized officer of Meritage. Meritage's Sales Associate does not have authority to accept this Addendum on behalf of Meritage.

AGREED as of the last date below each party's signature:

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
_____ 12/19/2024
Eros Carraro Date
54979344294C4EC...

RECEIVED (But Not Accepted):

By: DocuSigned by: _____ 12/19/2024
Meritage's Sales Associate Date
0E83624048CF464...

THIS ADDENDUM SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS ACCEPTED BY MERITAGE, WHICH SHALL OCCUR ONLY IF THE FOLLOWING IS FULLY SIGNED AND COMPLETED.

MERITAGE'S ACCEPTANCE:

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation (Orlando Division)

By: DocuSigned by: Larry Dowling
7CC0F137D4F8417...

Its: Vice President of Finance
(must be a Division President, Division Finance Department Head, or Corporate Officer)

Date: 12/19/2024

Lot: Buyer's Initials: DS
Buyer: Eros Carraro

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES

NEW HOME PURCHASE AGREEMENT

FINANCING ADDENDUM

THIS FINANCING ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into by and between MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("**Meritage**"), and the undersigned Buyer to modify and supplement that certain New Home Purchase Agreement entered into between Buyer and Meritage prior to or concurrently herewith, which relates to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

1. **Financing of Purchase Price**. Buyer has elected to obtain a mortgage loan to pay all or any portion of the Purchase Price and, as a result thereof, Buyer and Meritage are entering into this Addendum. Buyer acknowledges that if Buyer had elected or hereafter elects to acquire the Home for all cash, rather than financing any portion of the Purchase Price, Buyer and Meritage shall enter into a Cash Purchase Addendum in lieu of this Addendum.

2. **Financing Contingency**. The sale and purchase contemplated by the Contract is conditioned upon Buyer obtaining loan approval in accordance with the terms and conditions of this Addendum for the following type of financing:

☐ Conventional ☐ FHA Loan ☐ VA Loan ☐ USDA Loan

Buyer agrees to use Buyer's best efforts and due diligence to seek and obtain the type of financing specified above and Buyer shall not change the type of financing without Seller's prior written consent.

3. **Selection of Lender.** Buyer shall be solely responsible for selecting and identifying below on this Addendum the lender from whom Buyer intends to obtain financing (the "**Lender**"). Buyer has been advised and understands that Meritage and "**Preferred Lender**" (as identified in Section 4 below) may be affiliated companies because Meritage or another entity affiliated with Meritage or its parent company may have a direct or indirect ownership interest in Preferred Lender. If this is the case, then as more fully provided in the Affiliated Business Arrangement Disclosure attached to the Agreement as Schedule 6, because Meritage and Preferred Lender are affiliated, the referral of Preferred Lender by Meritage may provide Meritage with a financial or other benefit. **BUYER ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO OBTAIN A LOAN FROM PREFERRED LENDER AND BUYER IS SOLELY RESPONSIBLE FOR SELECTING THE LENDER FROM WHOM BUYER OBTAINS FINANCING.** If Buyer has elected to obtain financing from a Preferred Lender that is affiliated with Meritage, then Buyer hereby acknowledges Buyer's approval of the Affiliated Business Arrangement Disclosure attached to the Agreement as Schedule 6 pursuant to the federal Real Estate Settlement Procedures Act, which describes Buyer's rights and sets forth the estimated ranges of charges that may be provided by such Preferred Lender or by unaffiliated third parties in connection with the services provided by such Preferred Lender. If, prior to the expiration of the "Financing Contingency Period" (defined in Section 7 below), Buyer indicates to Meritage in writing that Buyer does not intend to obtain a loan from Preferred Lender, but rather intends to use an "Alternative Lender" (as identified in Section 4 below), the effectiveness of the Contract shall be conditioned upon Meritage's approval of such Alternative Lender. If Meritage, in its sole discretion, disapproves of the Alternative Lender, Meritage will notify Buyer of such disapproval within ten (10) days after Buyer's identification of the Alternative Lender, whereupon either party may cancel the Contract in writing within five (5) days thereafter, in which event any Earnest Money previously paid by Buyer shall be returned to Buyer and neither party shall have any further rights, obligations, or liabilities under the Contract (except for those that specifically survive such cancellation). If Meritage does not deliver notice of Meritage's disapproval of the Alternative Lender within ten (10) days after Buyer's identification of the Alternative

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Lender, Meritage shall be deemed to have approved the Alternative Lender. Notwithstanding the foregoing, if Meritage approves or is deemed to have approved an Alternative Lender designated by Buyer prior to the expiration of the Financing Contingency Period in accordance with the preceding sentences, Meritage shall nonetheless have the right at any time thereafter to refuse to deal with such Alternative Lender if, in Meritage's sole and absolute discretion, the procedures and/or documents required by such Alternative Lender are not satisfactory to Meritage, and in such event Meritage may cancel the Contract, whereupon any Earnest Money previously paid by Buyer shall be returned to Buyer and neither party shall have any further rights, obligations, or liabilities under the Contract (except for those that specifically survive such cancellation). Buyer acknowledges and agrees that, following the expiration of the Financing Contingency Period, Buyer will not be allowed to change the designation of Buyer's Lender without Meritage's prior written consent (which consent may be withheld by Meritage in its sole discretion). Consequently, if Meritage (in its sole discretion) fails to provide such written consent, then: (i) such failure to consent shall constitute Meritage's disapproval of Buyer's attempted change of Buyer's Lender designation; and (ii) consistent with the last sentence of Section 5 below, Buyer shall be deemed to be in default under the Contract and Meritage may immediately exercise all rights and remedies under the Contract.

4. **Buyer's Designations. Buyer hereby designates the lender it has selected from which to obtain a loan by initialing beside either "Preferred Lender" or "Alternative Lender" and providing the information related to such lender, as applicable:**

☑ **Preferred Lender:** Buyer will obtain mortgage financing from Meritage's Preferred Lender:

Meritage's Preferred Lender: MTH Mortgage

Branch Address: 5337 Millenia Lakes Blvd, Ste 235

Orlando, FL 32839

Lender Contact: Nancy Furches Phone #:

Buyer acknowledges that the Preferred Lender referenced above may be an affiliate of Meritage. In such event, Meritage has provided Buyer with an Affiliated Business Arrangement Disclosure Statement as part of the Contract.

Buyer's Initials: DS

☐ **Alternative Lender:** Buyer will obtain mortgage financing from the following Lender:

Lender:

Branch Address:

Lender Contact: Phone #:

5. **Preferred Provider Credit.** If Buyer obtains a mortgage loan for the purchase of the Home through Preferred Lender and selects a Preferred Closing Agent as the Closing Agent in the applicable provision of the Contract and uses such Preferred Closing Agent for the Closing, then at Closing, Meritage and/or Preferred Lender will provide Buyer with a credit in the aggregate amount of $7,000.00 (the "**Preferred Provider Credit**"). The Preferred Provider Credit may be used solely for Buyer's closing costs, but may NOT be used to pay any portion of the Purchase Price. Any portion of the Preferred Provider Credit that is unused for any reason will be forfeited. Buyer is free to select an alternate lender or to pay in cash, or to select an alternate Closing Agent, but in any such event, neither Meritage nor Preferred Lender will provide any portion of the Preferred Provider Credit. If this Addendum indicates that Buyer has elected to use a Preferred Lender and the Contract indicates that Buyer has elected to use a Preferred Closing Agent, but Buyer does not actually receive mortgage financing for the Home through Preferred Lender and/or use Preferred Closing Agent for Closing, Buyer will not be entitled to any portion of the Preferred Provider Credit. Since Meritage and Preferred Lender are free to allocate payment of the Preferred Provider Credit between them in such manner as they may elect, Buyer is advised that the Closing Statement prepared for the Closing may not reflect the entire Preferred Provider Credit on a single line of such Closing Statement, but instead may reflect the applicable portion provided by Meritage and the applicable portion provided by Preferred Lender as separate line items, which together will equal the aggregate Preferred Provider Credit.

Lot: Buyer's Initials: DS

Buyer: Eros Carraro

NOTE: THE PREFERRED PROVIDER CREDIT IS LIMITED IN ALL EVENTS TO ANY APPLICABLE GOVERNMENTAL AND LENDER RESTRICTIONS, AND SHALL BE REDUCED TO THE EXTENT REQUIRED BY ANY SUCH RESTRICTIONS. FURTHER, IN NO EVENT MAY THE PREFERRED PROVIDER CREDIT EXCEED THE SUM OF THREE PERCENT (3%) OF THE BASE PRICE OF THE HOME (INCLUDING ANY LOT/UNIT PREMIUM) AND IF, FOR ANY REASON WHATSOEVER, THE PREFERRED PROVIDER CREDIT SPECIFIED IN THIS ADDENDUM EXCEEDS SUCH AMOUNT, THEN THE PREFERRED PROVIDER CREDIT WILL BE REDUCED AUTOMATICALLY TO THE SUM OF THREE PERCENT (3%) OF THE BASE PRICE OF THE HOME (INCLUDING ANY LOT/UNIT PREMIUM).

6. **Loan Application. Within three (3) days after signing this Addendum**, Buyer will submit a complete, truthful, and proper loan application to Lender for a mortgage loan sufficient to enable Buyer to consummate the purchase of the Home in accordance with the terms and conditions of the Contract, together with true, correct, and complete copies of the following documents:

(i) Buyer's two most recent pay stubs
(ii) Buyer's two most recent years of W-2's (all jobs)
(iii) Buyer's two most recent asset statements (all accounts, all pages)
(iv) Buyer's two most recent tax returns if self-employed (all pages and all schedules)
(v) Detailed 2-year mortgage or rental history for Buyer
(vi) Detailed 2-year employment history for Buyer
(vii) Any other information specified by the Lender in the loan application

Thereafter, Buyer shall diligently pursue the "Loan Approval" (defined in Section 7 below), including, without limitation, providing Lender with all documents reasonably requested by Lender promptly upon request by Lender.

7. **Loan Approval. Buyer shall have twenty-one (21) days from the Agreement Date** (the "**Financing Contingency Period**") to obtain a loan approval from Lender (the "**Loan Approval**") that satisfies all of the following requirements: (i) it is in writing on Lender's customary form; (ii) it is for a mortgage loan in an amount sufficient to consummate the acquisition of the Home in accordance with the terms of the Contract; (iii) it is provided only after the applicable loan underwriter has conducted a complete review of Buyer's credit and all relevant and required financial and other documentation (including, but not limited to, all documentation identified in any condition to approval initially specified by the loan underwriter); and (iv) ALL conditions to funding the loan at the Closing have been satisfied in full, and the approval is subject to no conditions whatsoever, other than (A) the customary appraisal condition to be satisfied upon completion of construction of the Home, and (B) the customary condition that no adverse change occurs in the financial condition or credit worthiness of Buyer. Buyer understands that an appraiser may not give full value to the Home; consequently, Buyer should be prepared to pay cash for any portion of the Purchase Price that will not be funded from loan proceeds. If Buyer fails to fully and timely comply with any of Buyer's obligations under this Addendum or if Buyer withholds, manipulates, or provides false, misleading, incomplete, or insufficient information that results in delay or loan rejection, regardless of intent, Buyer will be in default under the Contract. Buyer authorizes Meritage to order and obtain a credit report regarding Buyer from a credit-reporting agency or other source. Buyer also authorizes Meritage to contact Lender regarding the status of Buyer's financing and authorizes Lender to disclose to Meritage all information regarding Buyer's loan and loan application. Buyer shall provide Meritage with written evidence of the Loan Approval, and of any conditional loan approval obtained prior thereto, immediately upon Buyer's receipt thereof (and Buyer shall thereafter diligently pursue the satisfaction of all conditions to and requirements of such conditional loan approval so that a Loan Approval may be obtained timely). If Meritage, in its sole and absolute discretion, is not satisfied with the Loan Approval or Buyer's efforts to obtain the Loan Approval, Meritage may cancel the Contract. If, after Buyer's good faith, best, and diligent efforts, Buyer's loan qualification or approval request is rejected by Lender within the Financing Contingency Period (as evidenced by Buyer's delivery to Meritage of Lender's written disapproval documentation prior to the expiration of the Financing Contingency Period), then Buyer may cancel the Contract by providing Meritage and Escrow Agent with a written cancellation notice prior to the expiration of the Financing Contingency Period. If the Contract is canceled pursuant to either of the two immediately preceding sentences, the Earnest Money shall be returned to Buyer less Meritage's retention of the following two sums: (X) an amount equal to two hundred fifty dollars ($250.00) to reimburse Meritage for its expenses in processing and administering the Contract; and (Y) an amount equal to the price of any Options (as defined below) selected by Buyer and actually ordered and/or installed by Meritage. Upon cancellation of the Contract in accordance with this Section, neither party shall thereafter have any further rights, obligations, or liabilities to the other party under the Contract (except for those that specifically survive such cancellation). **If Buyer does not provide such cancellation notice (supported by Lender's written disapproval documentation) to Meritage prior to the expiration of the Financing Contingency Period, the financing contingency provided in this Addendum shall be deemed fully satisfied or waived by Buyer and all Earnest Money shall thereafter be nonrefundable, and Buyer shall thereafter be obligated to fully and timely comply with all terms,**

Lot:

Buyer's Initials: DS

Buyer: Eros Carraro

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

provisions, and conditions of the Contract; provided, however, that in such event, Meritage also will have the option to (1) extend the period of time for Buyer to obtain the Loan Approval, which extension may be given solely in writing (no verbal extensions may be granted) and Meritage may condition any such extension upon Buyer entering into a separate Contingency Addendum to the Contract to address any conditions set forth in any conditional loan approval, or (2) terminate the Contract. Once Loan Approval is obtained by Buyer, if Buyer subsequently fails to diligently pursue all requirements and conditions with respect to the loan, or Buyer refuses to fully and timely satisfy or fulfill any requirements or conditions with respect to Lender's funding of the loan, or Buyer attempts to change lenders without Meritage's written consent (which consent may be withheld by Meritage in its sole discretion), or Lender rescinds the Loan Approval, or Lender for any reason declines to fund the loan to Buyer, then upon the occurrence of any such event, Buyer shall be deemed to be in default under the Contract and Meritage may immediately exercise all of its rights and remedies under the Contract.

8. **Buyer's Relationship with Lender.** Buyer acknowledges and agrees that the financing arrangement and relationship shall be solely between Buyer and Buyer's Lender (whether or not Buyer has selected the Preferred Lender), and in no event shall Meritage have any responsibility, obligation, or liability for any matters or disputes that arise in connection with such financing arrangement. In no event will Closing be delayed because of financing considerations or because of disputes between Buyer and Buyer's Lender. If Buyer locks into a loan program with Lender, Buyer shall bear all risks of lock expiration and rate fluctuations. Buyer agrees to pay all loan origination fees, discount points, other mortgage costs and expenses, mortgage insurance premiums, appraisal fees, credit report fees, lender's title insurance policy premiums, prepaid items and impounds and holdbacks required by Lender, and all other costs and expenses relating to Buyer's financing arrangement, which amounts shall be payable by Buyer in addition to any closing costs payable by Buyer pursuant to the Contract.

9. **FHA/VA Loans.** Notwithstanding any other provision of the Contract, if Meritage, in its sole discretion, has elected to qualify the Community for FHA and/or VA financing and if Buyer has specified in Section 2 above that Buyer elects to complete the purchase with funds from an FHA or VA loan, Buyer shall not incur any penalty by forfeiture of the Initial Deposit or any Additional Deposit or otherwise be obligated to complete the purchase of the Home if the Purchase Price exceeds the appraised value of the Home established by the FHA or VA, whichever is applicable. Buyer shall have the privilege and option, however, of consummating the purchase contemplated hereunder without regard to the appraised value established by the FHA or VA, and Seller shall have the privilege and option of reducing the Purchase Price to the appraised value established by the FHA or VA, in which case Buyer shall consummate the purchase of the Home at the reduced Purchase Price. The appraised value, for purposes of this section, is that value arrived at to determine the maximum loan that FHA or VA will insure or guarantee. FHA and VA do not warrant the value or the condition of the Home. All deposits received from a Buyer utilizing VA financing (as specified in Section 2 above) will be placed in a special trust account or neutral escrow account as required by 38 USC Section 3706.

10. **Miscellaneous**.

(a) Buyer acknowledges and agrees that: (i) this Addendum sets forth all terms, conditions, requirements, and provisions applicable to Buyer's financing of the Home; and (ii) Buyer will promptly provide Buyer's Lender with copies of all future addenda to the Contract and all updated Selection Orders.

(b) This Addendum, together with the balance of the Contract, constitutes the entire agreement, whether written or oral, between Buyer and Meritage with respect to the subject thereof. All of the terms, provisions, and conditions of any portion of the Contract that are not expressly modified, amended, supplemented, or clarified by this Addendum (or which, in context, must be deemed modified, amended, or clarified hereby) are hereby ratified and reaffirmed and shall remain in full force and effect. In the event of any conflict between this Addendum and any other portion of the Contract, the provisions of this Addendum shall control.

(c) This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties' execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

[Remainder of this page intentionally left blank. Signature pages follow]

Lot:

Buyer's Initials: 

Buyer: Eros Carraro

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

NOTE: This Addendum shall not be effective unless and until it is accepted by an authorized officer of Meritage. Meritage's Sales Associate does not have authority to accept this Addendum on behalf of Meritage.

AGREED as of the last date below each party's signature:

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
Eros Carraro
54979344294C4EC...

12/19/2024
Date

RECEIVED (But Not Accepted):

By: DocuSigned by:
Meritage's Sales Associate
0E83824048CF464...

12/19/2024
Date

THIS ADDENDUM SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS ACCEPTED BY MERITAGE, WHICH SHALL OCCUR ONLY IF THE FOLLOWING IS FULLY SIGNED AND COMPLETED.

MERITAGE'S ACCEPTANCE:

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation

By: DocuSigned by:
7CC0F137D4F8417...

Its: Vice President of Finance
(must be a Division President, Division Finance Department Head, or Corporate Officer)

Date: 12/19/2024

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

COMMUNITY DISCLOSURE ADDENDUM

THIS COMMUNITY DISCLOSURE ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into by and between MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("**Meritage**"), and the undersigned Buyer to modify and supplement that certain New Home Purchase Agreement (the "**Agreement**") entered into between Buyer and Meritage prior to or concurrently herewith, which relates to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

1. **Buyer Acknowledgment**. This is an important document. Meritage requires that Buyer sign this Addendum under "Buyer's Acknowledgment of Receipt of Disclosure Addendum" as an indication that Buyer has received and read the entire Addendum and that **Buyer agrees to waive any rights or remedies Buyer may otherwise have now or in the future with respect to the matters set forth in this Addendum**. The disclosures made in this document are in addition to any other disclosures made to Buyer in any other part of the Contract, pursuant to applicable law, as set forth in any declaration, covenants, conditions, and/or restrictions applicable to the Home and/or the Community, and/or otherwise in writing with respect to the Community and/or Home, and all of such other disclosures are hereby incorporated in this Addendum as if fully set forth herein.

2. **Insulation Disclosure**. Applicable laws and regulations require Meritage to provide Buyer with the following information concerning insulation installed or to be installed in the Home:

Cathedral Attic Insulation:	R19
Vaults:	R19
"Knee Walls" separating air-conditioned space from "attic space":	R11
Wall at perimeter of air-conditioned area:	R4.1
Floor (Where Applicable):	R19

SPF also functions to reduce convection, thereby increasing the effective insulation properties on the walls and attic to equal to or greater than code requirements.

NOTE: THE INSULATION LISTED ABOVE WILL TYPICALLY BE INSTALLED ONLY WITHIN THE LIVING AREA ENVELOPE. *R-Value measures resistance to heat flow. This R-Value information is based solely on the information given by the appropriate manufacturers (based on the thicknesses listed), and Buyer agrees that Meritage is not responsible for the manufacturers' errors. All of the foregoing information is subject to Meritage's general right to make changes in the Plan (including to the insulation) and to applicable limitations of Meritage's liability to Buyer. Upon any such change of the insulation, Meritage will provide Buyer with notice thereof. All insulation material shall be made by a national, name-brand manufacturer. Upgraded insulation will be added to the Home only if such upgraded insulation is itemized on the Selection Order, as updated, and the foregoing information will be applicable to the Home unless Buyer and Meritage enter into a separate addendum with respect to the insulation installed or to be installed in the Home.

3. **Receipt of Documents and Information.** Buyer hereby acknowledges receipt of the following documents:

INITIAL
(as applicable)

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

DS

1. Making Ownership Easy Homeowners' Manual

DS

2. Florida Energy Efficiency Rating System Brochure

DS

3. CC&Rs of the Master Association

DS

4. CC&Rs of the Homeowners Association

DS

5. Condominium Plan

DS

6. Condominium Declaration

DS

7. Articles of Incorporation of the Master Association

DS

8. Articles of Incorporation of the Homeowners Association

DS

9. Articles of Incorporation of the Condominium Association

DS

10. Bylaws of the Master Association

DS

11. Bylaws of the Homeowners Association

DS

12. Bylaws of the Condominium Association

DS

13. Budget of the Master Association

DS

14. Budget of the Homeowners Association

DS

15. Budget of the Condominium Association

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

DS

16. Architectural Guidelines of Master Association

DS

17. Architectural Guidelines of Homeowners Association

DS

18. Architectural Guidelines of Condominium Association

DS

19. Rules and Regulations of Master Association

DS

20. Rules and Regulations of Homeowners Association

DS

21. Rules and Regulations of Condominium Association

DS

22. A statement of the outstanding delinquent assessments and related charges of the Master Association

DS

23. A statement of the outstanding delinquent assessments and related charges of the Homeowners Association

DS

24. A statement of the outstanding delinquent assessments and related charges of the Condominium Association

_____ 25. Notice(s) of Special Tax, if applicable **(List each Notice)** _____

_____ 26. Other:_____

_____ 27. Other:_____

ALL OF THE ABOVE-MENTIONED DOCUMENTS ARE IMPORTANT TO BUYER'S PURCHASE OF THE PROPERTY. BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED ALL OF THE ABOVE DOCUMENTS AND HAD THE OPPORTUNITY TO READ THEM PRIOR TO EXECUTING THE NEW HOME PURCHASE AGREEMENT.

4. **Community Disclosures**.

A. **Homeowners' Association**. The Community and the Home are subject to and bound by one or more declarations of covenants, conditions, restrictions, and easements, tract declarations, and/or similar instruments (collectively, the "**CCRs**"). In connection therewith one or more owners' associations (each an "**Association**") have been established for the purpose of governing the affairs of the Community and to own, operate, and maintain any common areas within the Community designated on the plat(s) for the Lot and/or Community, or in the CCRs, as being for the common use of the members of the Association (the "**Common Areas**") and for the additional purpose of enforcing the CCRs, with the goal of enhancing and maintaining the desirability of the Community. At

Closing, Buyer shall become a member of the Association and, thereafter, must abide by all terms and conditions of the CCRs, the Association's Articles of Incorporation and Bylaws, all management agreements entered into by the Association, any rules and regulations and architectural and/or landscaping guidelines for the Association (if applicable), and any other recorded covenants, conditions, and restrictions affecting the Home. Buyer hereby acknowledges receipt of copies of the CCRs and the Articles of Incorporation and Bylaws for the Association. At Closing, Buyer shall pay to the Association any amounts required to be paid pursuant to the CCRs or by the Association in connection with the transfer of the Home to Buyer, including, without limitation, any payments required to establish operating and/or maintenance reserves for the Community. Buyer acknowledges that nominees of Meritage may serve as officers and/or directors of the Association (and/or on committees thereof) and Buyer hereby authorizes such nominees to act for and on behalf of the Association in entering into any and all agreements or other arrangements as are provided for in or contemplated or authorized by the CCRs, on such terms and conditions as such nominees may deem reasonable, and Buyer acknowledges that Meritage will have no liability therefor. Buyer further acknowledges that the CCRs and/or any of the related rules, regulations, guidelines, etc. may be modified from time to time in accordance with the terms of the CCRs and/or other applicable Association governing documents, and that neither Meritage nor any of its actual or purported agents, representatives, or employees is authorized to make any representation to Buyer about such matters, and any such representation is hereby expressly disclaimed. Buyer acknowledges that the CCRs are applicable solely to the property described therein, and that lots and/or homes adjacent to and/or within the general boundaries of the Community may not be subject to the CCRs. **In connection with these matters, Meritage makes the following statutory disclosures:**

(i) AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

(ii) THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

(iii) YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $200 PER monthly. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS $ PER .

(iv) YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

(v) YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

(vi) THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS $2000 PER per one time.

(vii) THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

(viii) THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

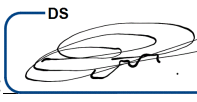
(ix) THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

5. **Miscellaneous**. In the event of any conflict between this Addendum and any other portion of the Agreement, the provisions of this Addendum shall control. The execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

BUYER'S ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE ADDENDUM: I/We acknowledge that I/we have received and read this Addendum and that I/we agree to waive any rights or remedies I/we may otherwise have now or in the future with respect to the matters set forth in this Addendum. I/We also realize that it contains important information affecting my/our rights and obligations and I/we have familiarized myself/ourselves with its contents. I/We agree that the acknowledgments, waivers, and disclaimers herein shall survive the Closing.

THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.

Lot:
Buyer: Eros Carraro

Buyer's Initials: 

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

DocuSigned by:

Eros Carraro
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12/19/2024
Date

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Meritage Homes Corporation
Cagan Crossing West 20/24 TH
Clermont, FL 34714

Deposit Log
Eros Carraro

,

Plan and Homesite

Plan	T156 D-Oakville End Unit 6 Unit Building
Tract	
Homesite	0246
MTH Job No.	94051650246
Address	16312 Happy Eagle Drive
Stage	Countertops Complete

Sale Information

Date	12/19/2024
Sale	S-287452
Design Agent	
Sales Agent	Natalia Sa

Payment Summary

Earnest Money Deposits

Required:	$37,000.00
Due:	$27,000.00
Received	$10,000.00

Option Deposits

Required:	$0.00
Due:	$0.00
Received	$0.00

Custom Option Deposits

Required:	$0.00
Due:	$0.00
Received	$0.00

Other Deposits

Required:	$0.00
Due:	
Received:	$0.00

Total Received $10,000.00

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Type	Due Date	Received Date	Check Number	Check Type	Description	Amount
Earnest Money	12/19/2024	12/19/2024		Debit Card		$10,000.00
Earnest Money	12/27/2024			Wire Transfer		$27,000.00

Approvals:

DocuSigned by:
Eros Carraro
54979344294C4EC...
12/19/2024
Date

DocuSigned by:
Natalia Sa
0E83624048CF464...
Sales Counselor
12/19/2024
Date

DocuSigned by:
Larry Bowling
7CC0F137D4F8417...
Vice President of Finance
12/19/2024
Date

Staple Check Here

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES

NEW HOME PURCHASE AGREEMENT

AUTHORIZATION TO RELEASE ENERGY CONSUMPTION INFORMATION

To assist the efforts of Meritage Homes Corporation and its subsidiaries and affiliate in their continuing drive for improvement in energy efficiency and sustainability in their residential communities, I hereby grant permission to ("Utility") to release information to Meritage Homes Corporation and/or its subsidiaries regarding my monthly energy consumption (such as the meter number, energy consumption history, load data, service plan, and dollars billed) for the Home identified on this authorization for a period of three years beginning today, and hereby release, hold harmless and indemnify Utility from any claims or liability relating to its release of such utility data. I understand that individual customer identification information (such as telephone number and payment information) will remain confidential.

Buyer(s):

DocuSigned by:
_____ 12/19/2024
Eros Carraro Date
54979344294C4EC...

Account Number (to be completed once Buyer establishes account with Utility): _____

Street Address: 16312 Happy Eagle Drive

CLERMONT, FL 34714

By: DocuSigned by: _____ 12/19/2024
Meritage's Sales Associate Date
0E83624048CF464...

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES

NEW HOME PURCHASE AGREEMENT

CASH PURCHASE ADDENDUM

THIS CASH PURCHASE ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into by and between MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation ("**Meritage**"), and the undersigned Buyer to modify and supplement that certain New Home Purchase Agreement (the "**Agreement**") entered into between Buyer and Meritage prior to or concurrently herewith, which relates to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

1. Pursuant to Section 5.A of the Agreement, Buyer has elected to contract to purchase the Home as an all cash sale. In connection therewith, **Buyer agrees to deliver to Meritage, within three (3) days of executing this Addendum**, copies of bank, credit union, and/or brokerage account statements for accounts maintained by Buyer (and no other party) during the two months immediately preceding Buyer's execution of this Addendum that show, collectively, cash balances and/or marketable securities with a current market value of at least 125% of the Purchase Price, as it may be modified by any addendum or updated Selection Order, at all times during such two-month period (the "**Evidence of Closing Proceeds**"). Buyer acknowledges that in the event that Buyer fails to deliver the Evidence of Closing Proceeds to Meritage within the specified time period, Buyer shall be deemed to be in default under the Contract, and Meritage may immediately exercise any and all remedies available to it under the Contract.

2. Buyer understands that it is solely responsible to have sufficient funds for the Closing upon Completion of the Home, and that Meritage may, at its sole discretion, request that Buyer provide Meritage with updated Evidence of Closing Proceeds. Buyer agrees to provide such updated Evidence of Closing Proceeds within five (5) days of Meritage's request therefore.

3. In the event that Buyer subsequently elects to obtain a purchase money loan for all or any portion of the Purchase Price of the Home, then each of the following provisions will apply:

a. Buyer must notify Meritage immediately of such election.

b. As a result of the administrative burden on Meritage resulting from such election, Buyer shall pay to Meritage, promptly upon demand, an administrative fee of Five Hundred Dollars ($500); provided that if such change occurs within twenty (20) days prior to the Closing, the administrative fee will be One Thousand Dollars ($1,000).

c. Buyer shall be fully responsible and liable to pay all costs and expenses relating to any such loan.

d. Notwithstanding Buyer's election, the Contract is not contingent on or subject to loan approval, interest rate, discount points, Buyer's lender actually funding any amount, or any other matter with respect to the loan, and Buyer shall be obligated to pay in cash in the event of any failure of Buyer's lender to provide any funds to be paid by Buyer at Closing.

e. Buyer shall be solely responsible for selecting and identifying the lender from whom Buyer intends to obtain financing (the "**Lender**"). **BUYER ACKNOWLEDGES THAT BUYER IS NOT OBLIGATED TO OBTAIN A LOAN FROM ANY LENDER PREFERRED BY MERITAGE AND BUYER IS SOLELY RESPONSIBLE FOR SELECTING THE LENDER FROM WHOM BUYER OBTAINS FINANCING. FURTHER, BUYER ACKNOWLEDGES THAT MERITAGE WILL NOT PROVIDE ANY INCENTIVE TO BUYER IN THE EVENT THAT BUYER SELECTS A LENDER PREFERRED BY MERITAGE**.

f. Buyer authorizes Meritage to contact Lender regarding the status of Buyer's financing and authorizes Lender to disclose to Meritage all information regarding Buyer's loan.

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

g. Buyer acknowledges and agrees that the financing arrangement and relationship shall be solely between Buyer and Buyer's Lender (whether or not Buyer has selected a Lender preferred by Meritage), and in no event shall Meritage have any responsibility, obligation, or liability for any matters or disputes that arise in connection with such financing arrangement. In no event will Closing be delayed because of financing considerations or because of disputes between Buyer and Buyer's Lender. If Buyer locks into a loan program with Lender, Buyer shall bear all risks of lock expiration and rate fluctuations. Buyer agrees to pay all loan origination fees, discount points, other mortgage costs and expenses, mortgage insurance premiums, appraisal fees, credit report fees, lender's title insurance policy premiums, prepaid items and impounds and holdbacks required by Lender, and all other costs and expenses relating to Buyer's financing arrangement, which amounts shall be payable by Buyer in addition to any closing costs payable by Buyer pursuant to the Contract.

h. Meritage shall not be obligated to comply with any procedures and/or execute or provide any documents required by Buyer's Lender.

4. This Addendum, together with the balance of the Contract, constitutes the entire agreement, whether written or oral, between Buyer and Meritage with respect to the subject thereof. All of the terms, provisions, and conditions of any portion of the Contract that are not expressly modified, amended, supplemented, or clarified by this Addendum (or which, in context, must be deemed modified, amended, or clarified hereby) are hereby ratified and reaffirmed and shall remain in full force and effect. In the event of any conflict between this Addendum and any other portion of the Contract, the provisions of this Addendum shall control.

5. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties' execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

NOTE: This Addendum shall not be effective unless and until it is accepted by an authorized officer of Meritage. Meritage's Sales Associate does not have authority to accept this Addendum on behalf of Meritage.

AGREED as of the last date below each party's signature:

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
_____ 12/19/2024
Eros Carraro Date
54979344294C4EC...

RECEIVED (But Not Accepted):

By: DocuSigned by: _____
Meritage's Sales Associate
0E83824048CF464...
12/19/2024
Date

THIS ADDENDUM SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS ACCEPTED BY MERITAGE, WHICH SHALL OCCUR ONLY IF THE FOLLOWING IS FULLY SIGNED AND COMPLETED.

MERITAGE'S ACCEPTANCE:

MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation

By: DocuSigned by: Larry Dowling
7CC0F137D4F8417...

Its: Vice President of Finance
(must be a Division President, Division Finance Department Head, or Corporate Officer)

Date: 12/19/2024

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

ENERGY EFFICIENT HOME ADDENDUM

THIS ENERGY EFFICIENT HOME ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into by and between MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation ("**Meritage**"), and the undersigned Buyer to modify and supplement that certain New Home Purchase Agreement (the "**Agreement**") entered into between Buyer and Meritage prior to or concurrently herewith, which relates to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

1. Energy Features and Estimates. Meritage is proud to provide the Home to Buyer complete with various energy efficient systems and features, including but not limited to, ENERGY STAR appliances ("Energy Performance Appliances"). In addition, the Home may include one or more of the following: High Performance Wall System, Air Sealed Home and Attic Spray Foam Insulation, Energy Efficient Lighting, High Performance Heating and Cooling, High Performance Water Efficient Plumbing Fixtures, Weather Sensing Irrigation, PEX Plumbing and High Performance Windows ("Energy Performance Features"). Certain of these Energy Performance Features have been scored by a third party independent Home Energy Rating Service ("HERS Score"). The HERS Score for the Home has been certified by an independent local utility provider and by an independent national certified residential energy auditor. All promotional, marketing and advertising estimates of achievable energy savings due to these Energy Performance Features are created exclusively by these third party rating services, utility companies and certified auditors, and are based on average home energy scores per home and national averages of home energy use. Energy cost comparisons and statistics do not generally include the usage of TV's, pools, computers, and other appliances which can cause actual energy costs and savings to vary widely depending on the personal choices and lifestyle of the Buyers. Accordingly, Buyer acknowledges and agrees that Meritage has not made, does not make, and hereby disclaims any representations, guarantees, or warranties to Buyer in regard to the actual energy costs and savings that may be achievable. By signing below, Buyer hereby releases, acquits and forever discharges Meritage and each of Meritage's respective parents, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, members, agents and employees ("Released Parties") for, from and against any and all claims, debts, demands, actions, causes of action, damages, expenses or losses now existing or hereafter arising out of, in connection with, or related in any way, in whole or in part, with Buyer's inability to obtain actual cost savings from the Energy Performance Features consistent with any verbal or written cost estimates.

2. Warranty of Certain Energy Performance Features. Meritage hereby assigns to Buyer warranties for the Energy Performance Appliances and Weather Sensing Irrigation system, if installed. Copies of all such manufacturer warranties associated with the Energy Performance Appliances are included in the Meritage Homes Ownership Manual, provided to Buyer(s) at close of escrow. If it is necessary to request warranty service for such appliances and/or equipment, Buyer must directly contact the manufacturer. Meritage does not provide a warranty with respect to those items except in cases where the malfunction is due to damage during installation or improper installation if installed by Meritage or its contractors, rather than the manufacturer.

3. Energy Efficient Credits. Buyer acknowledges and agrees that any and all energy efficient credits associated with any Energy Performance Appliances and/or Energy Performance Features, however denominated,

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

are and shall remain the sole property of Meritage and shall not be transferred to Buyer in connection with the purchase of the Home. Further, Buyer acknowledges and agrees that Meritage shall be free to use or transfer to third parties any and all of such credits in its sole discretion.

4. Miscellaneous. This Addendum, together with the balance of the Contract, constitutes the entire agreement, whether written or oral, between Buyer and Meritage with respect to the subject thereof. All of the terms, provisions, and conditions of any portion of the Contract that are not expressly modified, amended, supplemented, or clarified by this Addendum (or which, in context, must be deemed modified, amended, or clarified hereby) are hereby ratified and reaffirmed and shall remain in full force and effect. In the event of any conflict between this Addendum and any other portion of the Contract, the provisions of this Addendum shall control. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties' execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

NOTE: This Addendum shall not be effective unless and until it is accepted by an authorized officer of Meritage. Meritage's Sales Associate does not have authority to accept this Addendum on behalf of Meritage.

AGREED as of the last date below each party's signature:

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
_____ 12/19/2024
Eros Carraro Date
54979344294C4EC...

RECEIVED (But Not Accepted):

By: DocuSigned by: _____ 12/19/2024
Meritage's Sales Associate Date
0E83624048CF464...

THIS ADDENDUM SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS ACCEPTED BY MERITAGE, WHICH SHALL OCCUR ONLY IF THE FOLLOWING IS FULLY SIGNED.

MERITAGE'S ACCEPTANCE:

MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation

By: DocuSigned by: Larry Dowling
7CC0F137D4F8417...

Its: Vice President of Finance

(must be a Division President, Division Finance Department Head, or Corporate Officer)

Date: 12/19/2024

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

Homesite: 0246

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

BROKER REGISTRATION AND COMMISSION ADDENDUM

THIS BROKER REGISTRATION AND COMMISSION ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into in connection with that certain New Home Purchase Agreement (the "**Agreement**") by and between MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation, ("**Meritage**"), and the undersigned Buyer with respect to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

1. **Buyer's Broker**. Buyer represents and warrants to Meritage that Buyer has not dealt with any agents, brokers, salespersons, finders, or other persons in connection with Buyer's decision to purchase the Home and enter into the Contract other than the following ("**Buyer's Broker**"):

ALL INFORMATION MUST BE COMPLETED

Agent Name:	**Cristiano Gomes De Almeida**
Address:	**610 Sycamore Street, Suite #315**
	Celebration, FL 34747
Phone:	**321-402-9442**
Email:	**chris@authenticorlando.com**
Agent Florida License #:	**3601646**
Firm Name:	**Authentic Real Estate Team LLC**
Firm Florida License #:	**CQ1061597**

2. **Broker Representation/Certification**. Buyer's Broker represents to Meritage that the license information set forth above is true and correct and that the person/entity identified above holds the valid real estate broker's license or agent's license, as applicable, identified above and issued by the applicable governmental agency in the state where the Home is located.

3. **Commission**. Meritage agrees to pay Buyer's Broker a commission (the "**Commission**") equal to

Three percent (3.00%) of the final sales price reflected on the final HUD Settlement Statement prepared in connection with the Closing plus $2,000.00 if, and only if, the Closing of the Home occurs in accordance with the terms and conditions of the Contract. Meritage reserves the right to amend and/or terminate, in its sole discretion, any contract, agreement, term, condition, and/or offer with Buyer, and Meritage's obligation to pay any of the Commission to Buyer's Broker is contingent in all events upon the actual occurrence of the Closing of the Home in accordance with the terms and conditions of the Contract. In NO event will Buyer's Broker have any rights in or to the Earnest Money and/or any other deposit or fee made or paid by Buyer, and any Commission paid to Buyer's Broker will be paid solely through proceeds arising from the Closing of the Home in accordance with the terms and conditions of the Contract. Each of Buyer and Buyer's Broker represents and warrants to Meritage that no portion of the Commission will be paid or otherwise delivered to Buyer unless properly disclosed and reflected on the final HUD Settlement Statement prepared in connection with the Closing, and unless allowed by each lender providing financing for Buyer in connection with the acquisition of the Home at the Closing.

4. **Other Incentives Disclosure**. Buyer acknowledges that in addition to any commission described above, Meritage may, from time to time, offer various incentive programs to buyer agents and/or brokers in connection with sales of Meritage's homes, which incentives may include, without limitation, commission advances, gift certificates or vouchers for travel and/or consumer goods, and other incentives associated with the sales of Meritage homes. Buyer should consult with Buyer's Broker if Buyer would like additional information about any broker/agent incentive programs that may be applicable in connection with Buyer's purchase of the Home.

5. **Miscellaneous**. This Addendum, along with the Contract, as applicable, constitutes the entire agreement, whether written or oral, between the parties hereto with respect to the subject thereof. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

NOTE: This Addendum shall not be effective unless and until it is accepted by an authorized officer of Meritage. Meritage's Sales Associate does not have authority to accept this Addendum on behalf of Meritage.

AGREED as of the last date below each party's signature:

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
_____ 12/19/2024
Eros Carraro Date
54979344294C4EC...

AS A CONDITION TO PAYMENT OF ANY COMMISSION BY MERITAGE, AND IN ADDITION TO ANY OTHER CONDITIONS, BUYER'S BROKER ACKNOWLEDGES THAT IT MUST EXECUTE AND DELIVER TO MERITAGE PRIOR TO CLOSING A VALID, CURRENT IRS FORM W-9 FOR BROKER. FAILURE TO EXECUTE AND DELIVER PRIOR TO CLOSING CONSTITUTES THE WAIVER BY BUYER'S BROKER OF ANY RIGHT TO A COMMISSION IN CONNECTION WITH BUYER'S PURCHASE OF THE HOME.

BUYER'S BROKER: Signature: Signed by: Cristiano Gomes De Almeida
FDF44F65C8AE485...

Its: _____

Date: 12/19/2024

RECEIVED (But Not Accepted):

By: DocuSigned by: _____ 12/19/2024
Meritage's Sales Associate Date
0E83624048CF464...

Lot:
Buyer: Eros Carraro Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

THIS ADDENDUM SHALL NOT BE EFFECTIVE UNLESS AND UNTIL IT IS ACCEPTED BY MERITAGE, WHICH SHALL OCCUR ONLY IF THE FOLLOWING IS FULLY SIGNED AND COMPLETED.

MERITAGE'S ACCEPTANCE:

MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation

DocuSigned by:
By: Larry Dowling
7CC0F137D4F8417...

Its: Vice President of Finance
(must be a Division President, Division Finance Department Head, or Corporate Officer)

Date 12/19/2024

Lot:
Buyer: Eros Carraro

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Please watch for your Meritage Homes New Homebuyer Survey.

Within the next few days, you will receive a personalized Meritage Homes New Homebuyer Survey. Please watch for the survey, which will come via email from consumer.insights@MeritageHomes.com.

We use this survey to constantly improve our homes and processes. The home you purchased benefited from the comments of past buyers, and we hope you will *"pay it forward"* for future homebuyers.

Thank you in advance for a few minutes of your time.

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Meritage Homes Corporation
Cagan Crossing West 20/24 TH
Clermont, FL 34714

Homesite Configuration

Plan and Homesite

Plan	T156 D-Oakville End Unit 6 Unit Building
Tract	
Homesite	0246
Address	16312 Happy Eagle Drive
Stage	Released For Construction



Lot Features

Brick Color		Interior Paint Color	
Exterior Stone		Custom Color	
Roof Tile	SHINGLE ROOF	Stair Rail Stain	
Color Package	EXTERIOR 2	Color Hold	No
Front Door	GARAGE LEFT		
Interior Door Style			
Window Treatment Detail			
Cabinet Style	FRESH	Linen Countertop	
Kitchen Countertop Edge		Bar Countertop	
Laundry Countertop			
Lighting		Kitchen Faucet	
Bath and Faucet Accessories		Kitchen Sink	
Solar			

Option Selections

Option	Quantity Selected
BT10421H - BEST PACKAGE 10 - FRESH WHITE CABINETS 1 CARRARA PISA QUARTZ COUNTER Mohawk Sage Woodlands MEH05 Ca EVP PLANK	**1**
ELN10E1C - FLOORING EXTENSION 1 BEST PACKAGE 10 - FRESH Mohawk Sage Woodlands MEH05 Ca	**1**
HVC2STG - 2-Stage HVAC System & T-Stat	**1**
TVCHASE - Add TV Chase In the Living Room Outlet to be installed at 5 FT	**1**

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Cagan Crossings West

Clermont, FL

DS



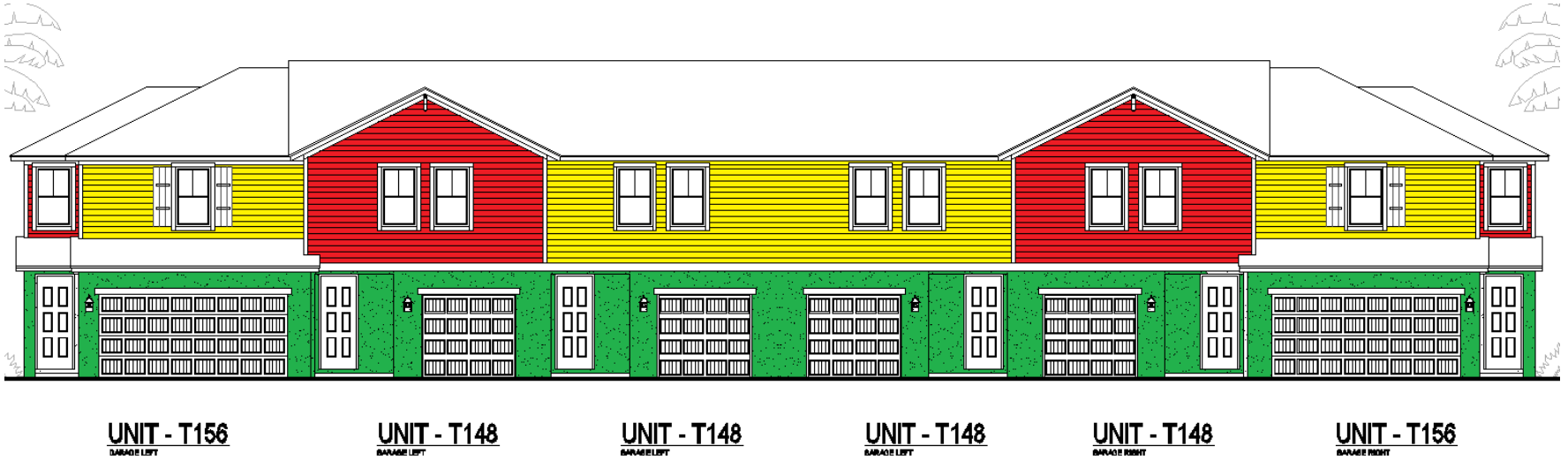
This map depiction is not an official site plan, may not be drawn to scale, and may not reflect all easements and other matters affecting the community. Rather, it is an artist's conceptual rendering intended to give buyer a general overview of the contemplated community. This map depiction does not constitute a guaranty that the community will be built out or developed as shown and Meritage has not made, does not make, and specifically negates and disclaims any representations, warranties, and guarantees with respect to the map depiction, including, but not limited to, any depiction or description of any physical characteristics of the community or any improvements pertaining thereto, and any depiction or description of the real estate comprising or contemplated to comprise the community or of the units or amenities (such as pools, gazebos, hike and bike trails, exercise facilities, etc.) contemplated to be a part of the community. The party developing the community may make changes in the design and plan of the community (including, without limitation, the number of homes and/or the sizes of lots in the Community), and in any currently contemplated timing of the development of the community, and Meritage reserves the right to make any and all such changes. REV 100323

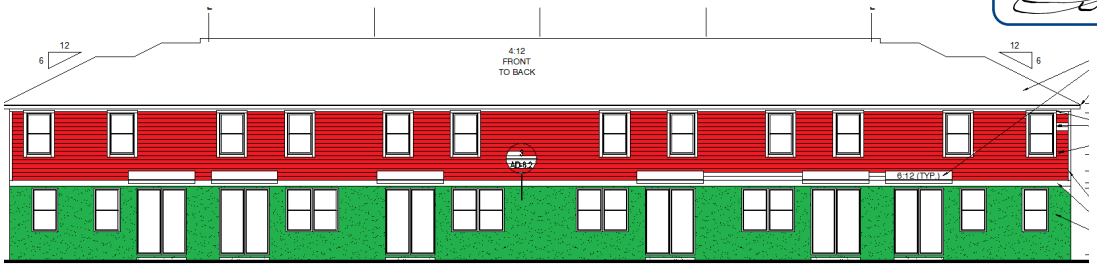
EQUAL HOUSING OPPORTUNITY
ENERGY STAR PARTNER

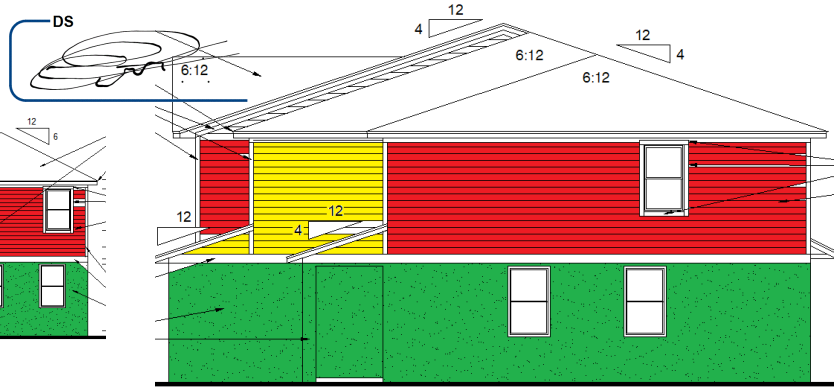
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6 Plex – Elevation D







* Color changes happen at inside corners.

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Scheme 2

SW 7030
Anew Gray
Interior / Exterior
Locator Number: 243-C2

SW 7018
Dovetail
Interior / Exterior
Location Number: 244-C5

SW 9166
Drift of Mist
Interior / Exterior
Location Number: 238-C2

Body Colors:
Green – Anew Gray SW 7030
Red – Dovetail SW 7018
Yellow – Drift of Mist SW 9166

SW 7014
Eider White

SW 7624
Slate Tile

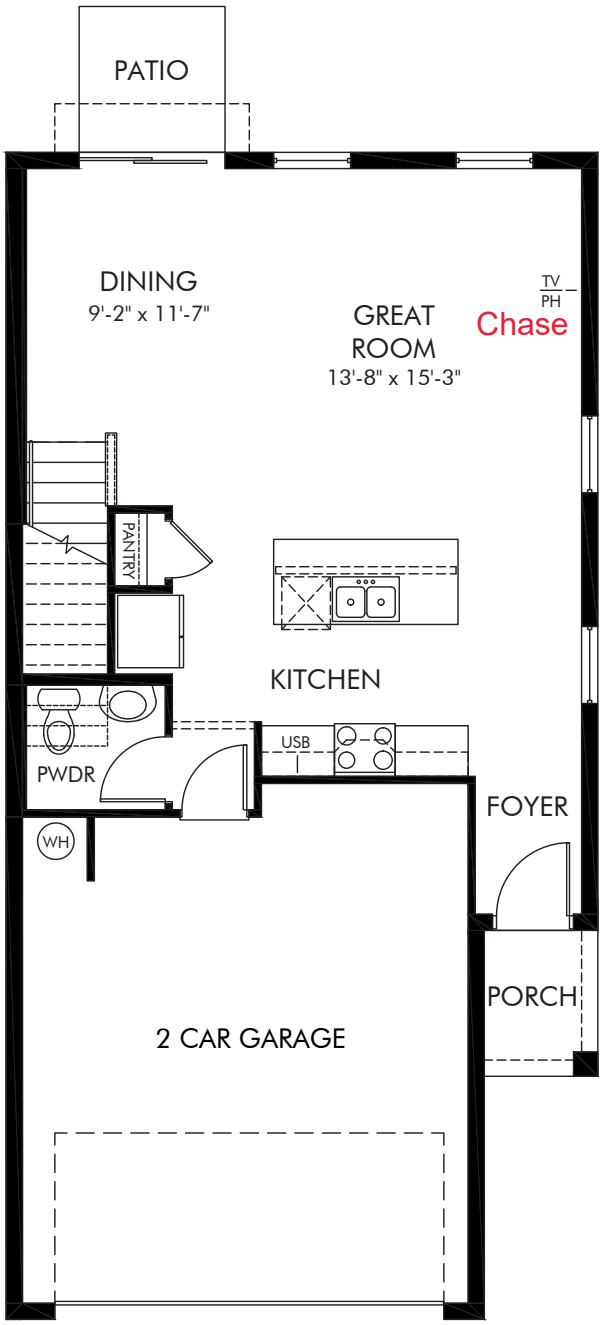
Trim Color: Eider White SW 7014
Front Door & Shutters: Slate Tile SW 7624
Garage Door: Anew Gray SW 7030

DS



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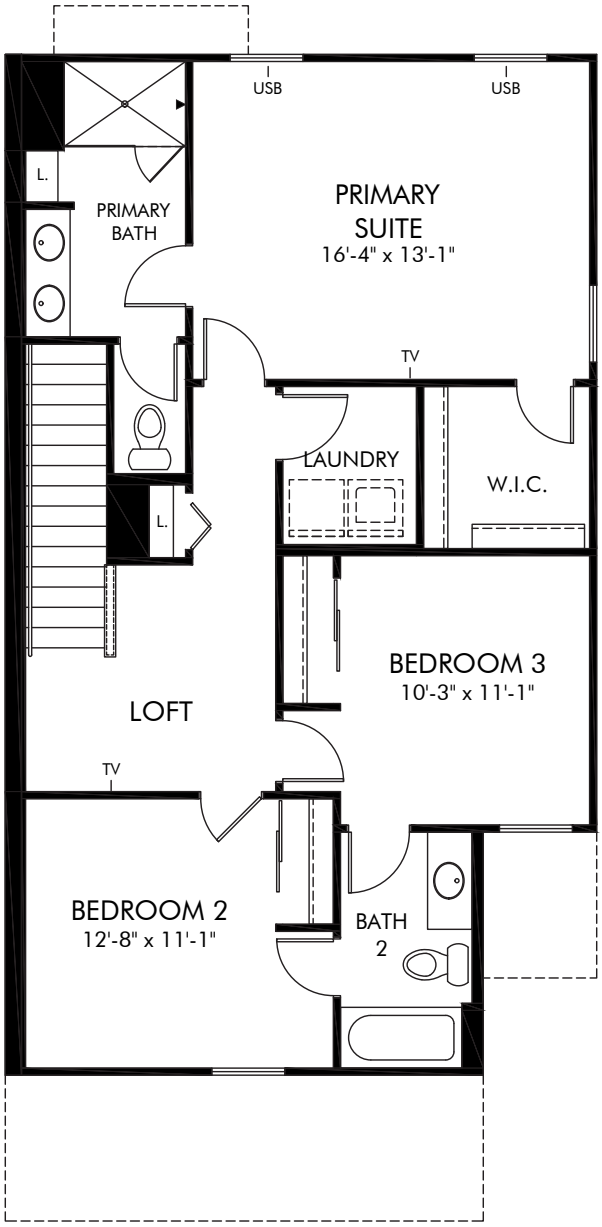
| Oakville | First Floor

1,566 sq. ft. | 3 Bed | 2.5 Bath | 2 Car Garage | 2 Story

REV 01/21

Any floorplan and/or elevation rendering is an artist's conceptual rendering intended to provide a general overview, but any such rendering does not constitute actual plans and specifications for any home. Renderings and pictures are representative and may depict floorplans, elevations, options, upgrades, landscaping, and other features and amenities that are not included as part of all homes and/or may not be available for all lots and/or in all communities. Renderings may not be drawn to scale. Any provided dimensions are approximate and actual dimensions may vary. Homes may be constructed with a floorplan that is the reverse of the floorplan rendering. Plans are copyrighted and/or otherwise subject to intellectual property rights of Meritage and/or others and cannot be reproduced or copied without Meritage's prior written consent. Plans and specifications, home features, and community information are subject to change, and homes to prior sale, at any time without notice or obligation. Additionally, deviations and variations may exist in any constructed home, including, without limitation: (i) substitution of materials and equipment of substantially equal or better quality; (ii) minor style, lot orientation, and color changes; (iii) minor variances in square footage and in room and space dimensions, and in window, door, utility outlet, and other improvement locations; (iv) changes as may be required by any state, federal, county, or local governmental authority in order to accommodate requested selections and/or options; and (v) value engineering and field changes.

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| Oakville | Second Floor

1,566 sq. ft. | 3 Bed | 2.5 Bath | 2 Car Garage | 2 Story

Any floorplan and/or elevation rendering is an artist's conceptual rendering intended to provide a general overview, but any such rendering does not constitute actual plans and specifications for any home. Renderings and pictures are representative and may depict floorplans, elevations, options, upgrades, landscaping, and other features and amenities that are not included as part of all homes and/or may not be available for all lots and/or in all communities. Renderings may not be drawn to scale. Any provided dimensions are approximate and actual dimensions may vary. Homes may be constructed with a floorplan that is the reverse of the floorplan rendering. Plans are copyrighted and/or otherwise subject to intellectual property rights of Meritage and/or others and cannot be reproduced or copied without Meritage's prior written consent. Plans and specifications, home features, and community information are subject to change, and homes to prior sale, at any time without notice or obligation. Additionally, deviations and variations may exist in any constructed home, including, without limitation: (i) substitution of materials and equipment of substantially equal or better quality; (ii) minor style, lot orientation, and color changes; (iii) minor variances in square footage and in room and space dimensions, and in window, door, utility outlet, and other improvement locations; (iv) changes as may be required by any state, federal, county, or local governmental authority in order to accommodate requested selections and/or options; and (v) value engineering and field changes.

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INTERIOR FINISH SELECTION – **FRESH**





CABINETS
White

Cushion:



CARPET
Agave Road - Silver Dollar

Install: Straight
Grout: CBP Bleached Wood/Mapei Warm Grey



BATH FLOORING
Balans White BA30 | 18" x 18"

Install: Straight
Grout: CBP Bright White/Mapei White



BATH WALL TILE
Polaris White | 14" x 10"





FLOORING
Sage Woodlands Carmen | EVP



KITCHEN COUNTERTOP
Carrara Pisa Quartz



KITCHEN BACKSPLASH
Costa Clara Cloud CC80 | 3" x 12"

DS

*All Tile and Granite/Quartz comes from Daltile unless specified and all Carpet, Wood and EVP are from Mohawk.

Although depictions of materials and finishes are believed to be representative, deviations and variations may occur, including, without limitation, (i) variations in color and texture depending on age, density, type of finish, batches, dye mixtures, textures, designs, porosity, place of origin, and other factors (such variations are typical and should be expected by Buyer, and neither Meritage nor its suppliers or trade contractors can guarantee exact matches), and (ii) substitution by Meritage of materials of substantially equal or better quality, as determined in Meritage's discretion, in the event of supply or other issues. Home pictures may depict floorplans, options, upgrades, furnishings, appliances, and designer/decorator features and amenities that are not included as part of the home and/or may not be available in all communities. Actual features and selected upgrades included in any home are limited in all events to the specific terms set forth in the contract for such home. FL #CGC1527677. Rev: 01/24

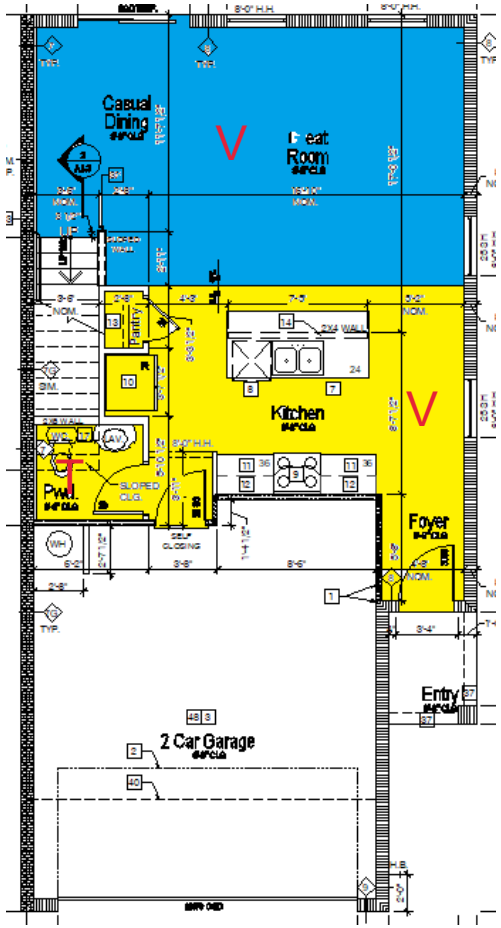
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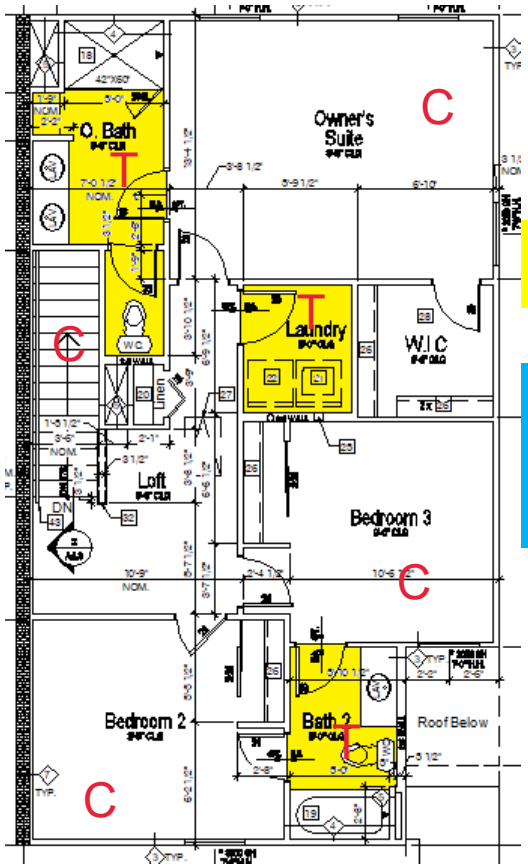
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Flooring Layout: T156 Oakville





DS

- STANDARD TILE
- OPTIONAL EXTENDED TILE

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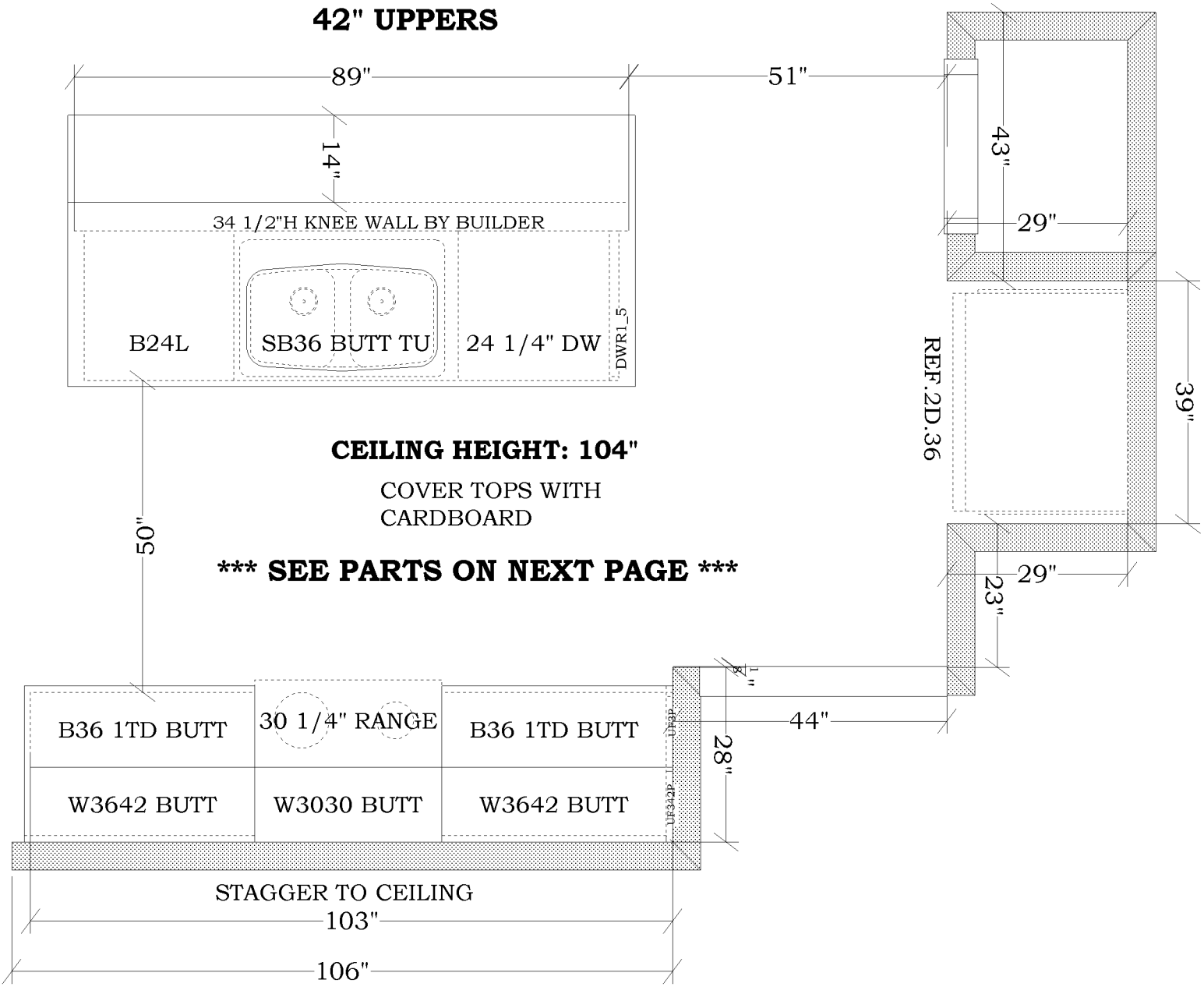
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MERITAGE HOMES - ORLANDO MODEL: **T156 OAKVILLE**
SUBDIVISION: _____ **ORIGINS**
LOT: _____ **LIVE.NOW**
ADDRESS: _____

GARAGE: LEFT
DATE: 10/1/2021
REVISED DATE: 10/2/2023
pg_____of_____

DS

STANDARD KITCHEN
42" UPPERS



CEILING HEIGHT: 104"

COVER TOPS WITH CARDBOARD

***** SEE PARTS ON NEXT PAGE *****

The cabinet dimensions contained herein are considered to be accurate but may differ from actual installed dimensions due to unforseen circumstances. Measurements must be field verified.	TIMBERLAKE CABINETRY	Designer: Melenie Guerrero American Woodmark assumes no liability in the use of these dimensions for the manufacturing of any product not provided by us.	Designed: 09/21/23 Printed: 09/21/23
T156 LIVE NOW K42 GR ORIGINS (2023-09-21).kit	ALL	Drawing #: 1	Scale : 0 1/2" 1'

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MERITAGE HOMES - ORLANDO MODEL: **T156 OAKVILLE**
SUBDIVISION: _____ **ORIGINS**
LOT: _____ **LIVE.NOW**
ADDRESS: _____

GARAGE: LEFT
DATE: 10/1/2021
REVISED DATE: 10/2/2023
pg_____of_____

STANDARD KITCHEN
42" UPPERS

DOOR STYLE: Origins Chatham White

DS

L = 17 BX
PARTS:
2 - BTK8
1 - UF3P
1 - UF342P
1 - DWR 1_5
1 - UF642 P (dw)
1- SS1_596
6 - SM8 (full trim)
1- SHELF, 15X12 (voids)

OPTIONAL CROWN: SHAKER CROWN
2 - _____ (crown molding)
2 - SS1_596 (crown blocking)
1 - OCM8 (crown returns)

HDWE: OPTIONAL
13 - _____ (doors)
3 - _____ (drawers) 1701 - SN

BUMP PARTS:
3 - SHM8 (floor trim)
1 - OCM8 (toekick returns)

SEND TO BSR TO ORDER
SEPARATELY FOR BUMP

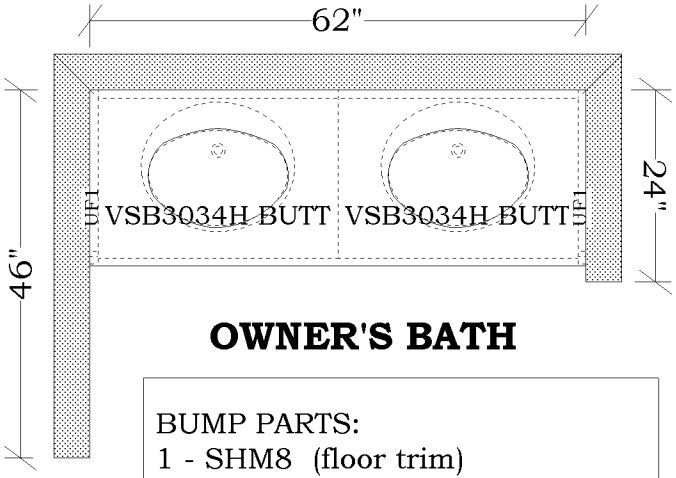
1 - BACK-B48 (vent box)
1 - 48" SHELF ADJ (vent box)

The cabinet dimensions contained herein are considered to be accurate but may differ from actual installed dimensions due to unforseen circumstances. Measurements must be field verified.	TIMBERLAKE CABINETRY	Designer: Melenie Guerrero American Woodmark assumes no liability in the use of these dimensions for the manufacturing of any product not provided by us.	Designed: 09/21/23 Printed: 09/21/23
T156 LIVE NOW K42 GL ORIGINS (2023-09-21).kit	ALL	Drawing #: 1	Scale : 0 1/2" 1'

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

MERITAGE HOMES - ORLANDO MODEL: **T156 OAKVILLE**
SUBDIVISION: _____ **ORIGINS**
LOT: _____ **LIVE.NOW**
ADDRESS: _____

GARAGE: LEFT
DATE: 10/1/2021
REVISED DATE: 10/2/2023
pg_____of_____



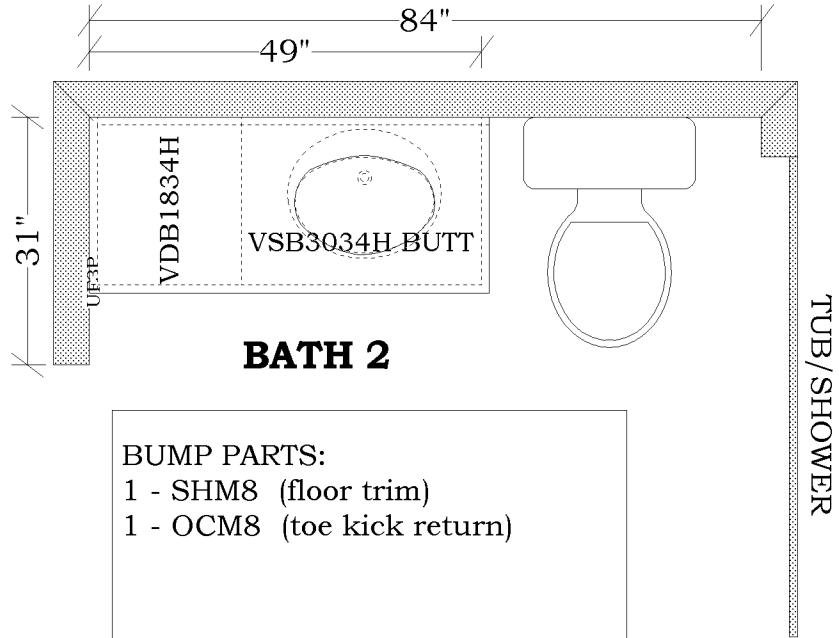
OWNER'S BATH

BUMP PARTS:
1 - SHM8 (floor trim)

Origins Chatham White
DOOR STYLE:_____
_____
OPTIONS: _____
L = 2 BX
PARTS:
1 - BTK8
2 - UF3P
1 - SM8 (full trim)

HDWE: OPTIONAL
4 - 1701 - SN (doors)

DS



BATH 2

BUMP PARTS:
1 - SHM8 (floor trim)
1 - OCM8 (toe kick return)

Origins Chatham White
DOOR STYLE:_____
_____
OPTIONS: _____
L = 2 BX
PARTS:
1 - BTK8
1 - UF3P
1 - SM8 (full trim)

HDWE: OPTIONAL
2 - ~~1701 - SN~~ (doors)
3 - _____ (drawers)

FSR: _____
Ph# _____

Super: _____
Ph # _____

This drawing is being provided to you as a courtesy. The cabinet measurements contained herein are considered to be accurate, but may differ from the actual installed dimensions due to unforseen circumstances and must be verified.	2020	Am. Wdmrk. Corp assumes no liability in the use of these dimensions for the manufacture of any product not provided by us. This is provided for informational use only. ********** Designer: MELENIE GUERRERO	Designed: 06/02/20 Printed: 12/02/20

T156 LIVE NOW BATHS GL origins (12-02-2020).kit	ALL	Drawing #: 1	Scale : 0 1/2" = 1'

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

DS

LAPE1105

✓ INCLUDED



WFE320M0JS
- 5.3 cu. ft. Freestanding Range
- FlexHeat™ Dual Radiant Element
- Keep Warm Setting
- Closed Door Broiling
- Control Lock Mode



WDF332PAMS
- 59 dBA ENERGY STAR® Certified Dishwasher
- Three Wash Cycles Including Quick Wash Cycle
- Triple Filtration Wash System
- High Temperature Wash Option



WMH31017HS
- 1.7 cu. ft. 1,000 Watt Over-the-Range Microwave Oven
- Dishwasher-Safe Turntable Plate
- Microwave Presets
- Add 30 Seconds Option
- Electronic Touch Controls

✓ INCLUDED



WRS315SDHM
36-inch Wide Side-by-Side Refrigerator – 25 cu. ft.

KEY FEATURES:
- Adjustable Gallon Door Bins
- LED Interior Lighting
- Exterior Ice and Water Dispenser with EveryDrop™ Water Filtration
- Hidden Hinges
- Electronic Temperature Controls

PRODUCT DIMENSIONS:
Height: 69 5/8″
Width: 35 7/8″
Depth: 33 5/8″

✓ INCLUDED



WTW5010LW
- 4.6 cu. ft. Top Load Washer
- Built-In Water Faucet
- Presoak Option
- Deep Water Wash Option
- Smooth Impeller
- Smooth Spiral Stainless Steel Interior Tub



WED5010LW
- 7.0 cu. ft. Front Load Electric Dryer
- Moisture Sensing
- Wrinkle Shield™ Option
- Timed Dry
- Air Only Cycle

Appliance pictures and descriptions are provided by the manufactures and are not the responsibility of Meritage Homes. Appliance selections and pricing are subject to change without notice or obligation and Meritage Homes reserves the right to substitute appliances of substantially equal or better quality, as determined in its sole discretion, in the event of unavailability or delay, changes in suppliers, or other business reasons as determined by Meritage Homes. LiVE.NOW.® and Meritage Homes® are registered trademarks of Meritage Homes Corporation. ©2022 Meritage Homes Corporation. All rights reserved. FL #CGC1527677. Rev: 01/23

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Plumbing Fixtures

DS

Kitchen



Sleek Chrome One-Handle
Pulldown Kitchen Faucet

Model: 7864

MOEN

Master Bath



Chateau® Chrome Lever
Lavatory Faucet with Pop-Up Drain
§†Model 4925



Chateau® Chrome Lever
Roman Tub
†*Model T990



Chateau® Chrome Lever
Posi-Temp® Pressure Balancing
Shower
†Model L2352

Secondary Baths



Chateau® Chrome Lever
Lavatory Faucet with Pop-Up Drain
§†Model 4925





Chateau® Chrome Lever
Posi-Temp® Pressure Balancing
Tub Shower
†Model L2353

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Included Front Door – A&C Elevations



- Therma Tru Raised 6-panel 8’ Smooth Finish Fiberglass Front Door

DS

- Exterior Front Door Hardware
  - Kwikset Polo Knob w/ Z-Wave Electronic Keypad Deadbolt
  - Satin Nickel





Kwikset

THERMA TRU DOORS

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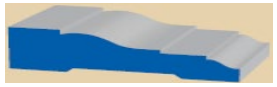
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Interior Trim Materials

- Decorative 3 ¼” baseboard



- Decorative 2 ¼” door casing



- 6’ 8” hollow-core 6 panel doors
- Drywall at Window Sills



- Interior Door Hardware
  - Kwikset Polo Knob Satin Nickel
    - Kwikset Privacy Knob Satin Nickel
      - Bedrooms and Baths
    - Kwikset Pass Through Knob
      - All others, dummy as necessary



LIVE.NOW.™
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Kwikset

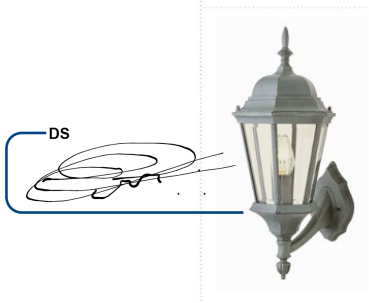
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Lighting Specifications – All LED Bulbs



LED Disk Light

Kitchen, Closets, Bathrooms, Exterior Porch, Lanai's, Pantry, Nook, Dining, Laundry, Water Closet, Gamerooms, Living Rooms & Halls



Coach Light



Bedrooms, Flex, Family Room, Study, & Den

Bath Specifications



- Recessed ceiling mount LED above each sink
- 28" x 42" mirror over each sink
- No towel bars

20/20 insight

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Community: Cagan Crossing West 20/24 TH
Tract (Map No.):
Phase: 000/Block:
Lot/Unit No: /
Buyer: Eros Carraro

MERITAGE HOMES
NEW HOME PURCHASE AGREEMENT

M.CONNECTED HOME VENDOR DISCLOSURE ADDENDUM

THIS M.CONNECTED HOME VENDOR DISCLOSURE ADDENDUM TO NEW HOME PURCHASE AGREEMENT (this "**Addendum**") is entered into by the undersigned Buyer to supplement that certain New Home Purchase Agreement entered into between Buyer and MERITAGE HOMES OF FLORIDA, Inc., a Florida corporation ("**Meritage**"), prior to or concurrently herewith, which relates to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Agreement. Initially capitalized terms used and not otherwise defined in this Addendum have the meanings given such terms in the Agreement. This Addendum constitutes a part of the Contract.

As more particularly set forth in the Contract, Your M.Connected Home comes with a suite of "smart" equipment included. Some of those components were installed prior to Closing. Certain components that are included as part of the purchase of the Home are to be professionally installed within 120 days following Closing by a non-affiliated third-party vendor that will provide instructions on the smart hub system and also can assist you in activating and connecting certain of the automated and Wi-Fi enabled features. In addition, this provider also may deliver marketing communications to you with respect to additional optional products and services the vendor believes may meet your automation and security needs. Meritage may have contractual or other arrangements with such third-party provider with respect to preferred pricing and/or other arrangements that they will offer to homebuyers and, as a result of such relationship, may receive a financial or other benefit in connection with providing your personal contact information to such vendor and/or if you acquire products or services from such vendor. Please note, however, that Meritage does not endorse or have any responsibility for any of these additional or optional products or services provided by such vendor and YOU ARE NOT REQUIRED TO PURCHASE ANY ADDITIONAL OR OPTIONAL SERVICES OR PRODUCTS AS PART OF YOUR ACQUISITION OF THE HOME, RECEIPT OF ALL INCLUDED EQUIPMENT, AND/OR COMPLETION OF THE INSTALLATION APPOINTMENT AND RECEIPT OF INSTRUCTIONS ON THE SMART HUB SYSTEM. YOU ARE REQUIRED TO SCHEDULE YOUR APPOINTMENT TO RECEIVE ADDITIONAL INCLUDED EQUIPMENT AND COMPLETE THE INCLUDED INSTALLATION WITHIN 120 DAYS FOLLOWING CLOSING OR YOU WILL BE DEEMED TO HAVE WAIVED SUCH ITEMS AND THEY WILL NOT BE PROVIDED BY MERITAGE AS PART OF THE HOME.

By signing below and marking "Yes", you authorize Meritage to provide your contact information below to its M.Connected Home vendor and you authorize such vendor to contact you (in person and/or using an automated dialing system) by telephone, email, and/or text using such contact information for the purposes stated above, whether or not any of the information provided below is included on any "do not call" or "do not solicit" registry or list. If you mark "No" below, we will not share your personal contact information with the M.Connected Home vendor and you will need to contact the vendor directly to make arrangements for your M.Connected Home installation appointment. In the unlikely event that an error occurs with respect to your selection below, please inform us so that we may take corrective measures.

The name of the non-affiliated third-party vendor that currently provides the MConnected related services referred to above and who will be contacting you as provided above is Safe Streets. Meritage will notify you if there is a change in this vendor within 120 days following Closing.

YES, please share the following personal contact information with the non-affiliated third-party vendor or NO, please do not share my/our personal contact information with the non-affiliated third-party vendor.

dl.OptInList: Yes

Eros Carraro _____
Buyer Name
16312 Happy Eagle Drive, CLERMONT, FL 34714

Lot:
Buyer: Eros Carraro
M.Connected Home Vendor Disclosure Addendum 100424

Buyer's Initials: DS

Docusign Envelope ID: 38C46CB5-346B-46B4-B5E1-4432DEA29A53

Address of Home

Telephone Number

eroscarraro@gmail.com
Email address

If you marked "Yes" above, please be advised that once Meritage provides the authorized contact information to the vendor, Meritage will not have any control of the vendor's use of such information and if you would like to discontinue or "opt-out" of communications from such vendor in the future, you will need to contact that vendor to do so.

We will maintain the original of this document, or a true and correct copy. You are entitled to a copy of this document upon request, but you may want to make a copy of the document for your own records at this time. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The execution of this Addendum may be evidenced by facsimile signatures, whereupon this Addendum will be deemed binding upon transmittal of the facsimile.

AGREED as of the date written.

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY BEFORE SIGNING.

BUYER:

DocuSigned by:
54979344294C4EC...

Eros Carraro

12/19/2024
Date

Lot:

Buyer's Initials: DS