EXHIBIT “E” TO THIS PROSPECTUS
THIS RESIDENCE PURCHASE CONTRACT (this “Contract”) is made and entered into by and between WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, as Developer (“Seller” or “Developer” or “WCI”), and the above named person(s) (“Purchaser” or “Buyer”), on the date this Contract is signed by Seller.

WITNESSETH:

Seller agrees to sell and Purchaser agrees to purchase, upon the following terms and conditions, Unit #______ (the unit and the undivided share of common elements appurtenant thereto are hereinafter referred to collectively as the “Unit”) in Viadana at Pelican Preserve, A Condominium (the “Condominium”), pursuant to the Declaration of Condominium, as recorded in the Public Records of Lee County, Florida (the “Condominium Declaration”), for the following purchase price and on the terms set forth in this Contract:

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS,REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

1. PURCHASE PRICE: The total purchase price ("Purchase Price") for the Unit, exclusive of any closing costs as described in Section 7 hereof and elsewhere herein (collectively, the “Closing Costs”), is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>A. Base Price</td>
<td>$</td>
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<tr>
<td>B. Location Premium</td>
<td>$</td>
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<tr>
<td>C. Initial Options</td>
<td>$</td>
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<tr>
<td>D. TOTAL PURCHASE PRICE OF THE UNIT</td>
<td>$</td>
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2. PAYMENT OF PURCHASE PRICE AND OTHER AMOUNTS. The Purchase Price is payable in U.S. Dollars as follows:

The sum of the Initial Deposit and Additional Deposit shall equal 20% of the Total Purchase Price as provided in Section 1(d) above.

(a) Deposits:

(i) Initial Deposit (including reservation deposit, if any) is due upon Purchaser’s execution of this Contract $ 

(ii) Additional Deposit equal to % of the Total Purchase Price is due within fourteen (14) days of the execution of this Contract by the Purchaser $
(b) Balance due at Closing: $ 
TOTAL $ 

WITHOUT LIMITING ANY OTHER PROVISION HEREIN, IF ANY DEPOSIT IS NOT TIMELY PAID, PURCHASER WILL BE IN DEFAULT. Deposits may be paid by bank checks or personal checks. Make all deposit checks payable to: FIRST AMERICAN TITLE INSURANCE COMPANY, but mail or deliver to WCI Realty, Inc. at 10571 Veneto Drive, Ft. Myers, Florida 33913 (Phone: 239-985-1600) (FAX: 239-985-1602). Deposit checks are accepted subject to collection. The balance due at Closing shall be paid, at Seller’s election, in the form of a federal wire transfer or a cashier’s check drawn on a bank in the county in Florida in which the Unit is located. Official checks, bank checks or personal checks will NOT be accepted for payment of the balance of the Total Purchase Price payable at Closing.

In addition to the Purchase Price, Purchaser shall also be required to pay the amounts described in Section 8 below and the amounts referenced on Exhibits “A,” “B,” “D”, and “F” attached hereto and incorporated herein by this reference.

3. DEPOSITS; ALTERNATIVE ASSURANCES; NO CONTINGENCIES:

A. Seller has retained First American Title Insurance Company, 1350 West Sunrise Blvd., Suite 300, Sunrise, FL 33323, to act as Escrow Agent (the “Escrow Agent”) as required by Section 718.202, Florida Statutes. All notices and claims of Purchaser with respect to the aforesaid escrow deposit shall be sent to the Escrow Agent at its address set forth above. Any reference to Initial Deposit, Additional Deposit, Deposit or Deposits herein shall refer collectively to all amounts deposited with Seller under this Contract, and under any addendum or amendment hereto, except for any deposits or payments made by Purchaser for options, extras and/or upgrades. Any and all deposits or payments for options, extras, and/or upgrades are non-refundable except (a) in the event of Seller’s default, (b) if the Unit is damaged, as described in Section 20 hereof, and Seller does not elect to repair or replace the Unit and/or (c) Seller is unable to provide marketable and insurable title as required by Section 7 hereof.

B. All deposits shall be held (subject to the right of Seller to provide “Alternative Assurances” as set forth below) and disbursed by the Escrow Agent pursuant to the terms of this Contract and the terms of an Escrow Agreement between Escrow Agent and Seller, which Escrow Agreement is incorporated herein by reference. Purchaser may obtain a written receipt from the Escrow Agent for the deposits upon request. The deposit shall be released to Seller upon written notice from Seller to the Escrow Agent that Purchaser has defaulted under this Contract.

C. All deposits will be held in a non-interest bearing account. If the Seller has submitted an “Alternative Assurances” filing with the Division of Florida Condominiums, Timeshares, and Mobile Homes and received an approval of such filing, Seller is permitted to substitute a Surety Bond for Purchaser’s deposit monies held by the Escrow Agent, withdraw such funds from the account maintained by the Escrow Agent into which such funds were deposited and maintained by the Escrow Agent, and use such funds in accordance with applicable law.

D. NO CONTINGENCIES: THIS IS A CASH TRANSACTION AND NOT CONTINGENT ON FINANCING. FURTHER, PURCHASER’S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON ANY EVENT, INCLUDING BUT NOT LIMITED TO, PURCHASER OBTAINING FINANCING, SELLING ANOTHER PROPERTY OR OBTAINING A SATISFACTORY APPRAISAL.

(a) Sale of Other Residence. Purchaser represents and warrants that this Contract is not and will not be subject to or contingent upon Purchaser’s selling Purchaser’s present residence or other property.

(b) Appraisal. In the event any property appraisal obtained for the Unit by Purchaser or otherwise obtained in connection with the purchase of the Unit shows an appraised value of the Unit that is either greater or less than the Total Purchase Price, Seller and Purchaser acknowledge and agree and do hereby confirm that notwithstanding such appraised value: (i) the Total Purchase Price for the Unit shall not be adjusted upward or downward nor increased or reduced and (ii) Purchaser shall be responsible for the payment to Seller of the Total Purchase Price at Closing in accordance with the terms of this Contract without any discount or reduction or increase in the Total Purchase Price.

4. CLOSING AND POSSESSION DATE:

A. The Closing shall be at the location designated by Seller in written notification to Purchaser.

B. Seller shall deliver possession of the Unit to Purchaser at the Closing.

C. The Closing shall take place following substantial completion of the improvements constituting the Unit and common elements appurtenant thereto (as evidenced by the recording of a surveyor’s certificate of substantial completion pursuant to Section 718.104(4)(e), Florida Statutes) and the
issuance of a certificate of occupancy for the condominium building by the appropriate governmental authority. Seller shall deliver written notification of the date of the Closing to Purchaser not less than fourteen (14) days prior to the date of the Closing. Without limiting Seller’s obligation under Section 9.A of this Contract to complete construction of the Unit within a period of two (2) years from the date Purchaser signs this Contract, Purchaser acknowledges and agrees that Seller has the right to schedule or re-schedule the date, time and place of the closing of this transaction in its sole and absolute discretion (the “Closing”) and that Purchaser shall close on such date, time and place scheduled or re-scheduled by Seller (the “Closing Date”). Purchaser will be given at least fourteen (14) days’ notice of the Closing Date, time and place in accordance with the provisions of Section 9 hereof. Without limiting Seller’s obligation under Section 9.A of this Contract to complete construction of the Unit within a period of two (2) years from the date Purchaser signs this Contract, in the event the Closing Date, time or place set forth in the fourteen (14) days’ notice must be changed, Seller shall give Purchaser at least forty eight (48) hour notification of such change. At Closing, Purchaser will execute any documents required to effectuate the consummation of the transactions contemplated by this Contract and the release of all funds, if any, which Seller is holding in escrow relative to this Contract. Within forty-five (45) days following the Effective Date, Purchaser shall advise Seller of (a) the manner in which title will be taken and (b) the name, address and telephone number of the attorney who will represent Purchaser in the Closing. At Closing, Purchaser agrees to pay to Seller the balance of the Total Purchase Price and any additional amounts Purchaser owes under this Contract by cashier’s check or by federal wire transfer.

D. Seller is required to complete and does agree that construction of the Unit shall be completed in accordance with Section 9.A of this Contract.

E. When all units to be built in the Condominium have been constructed, Seller shall record the survey and plot plan which will show the location of all items required by Section 718.104(4)(e), Florida Statutes, as amended.

F. Seller, as to the Closing and documents to be delivered at the Closing, will have no obligation to any third parties (i.e., lenders or title insurance providers) and will be under no obligation to deal with any person or firm other than Purchaser and Purchaser’s attorney.

5. USE OF COMPANIES AFFILIATED WITH SELLER:

A. Election. PURCHASER HAS THE RIGHT TO USE AN ATTORNEY, LENDER AND A TITLE COMPANY CHOSEN BY PURCHASER IN CONNECTION WITH THE PURCHASE OF THE UNIT. However, Purchaser may elect to use Watermark Realty, Inc. d/b/a Florida Title & Guarantee (“FTG”), a Florida title insurance agency affiliated with Seller, in connection with this transaction. If Purchaser elects to use FTG, at Closing Seller shall provide Purchaser with a $350.00 credit towards Purchaser’s closing costs. To elect one of these alternatives, Purchaser must check the appropriate boxes below and initial the space immediately next to each checked box. By checking the appropriate boxes and initialing next to those checked boxes, Purchaser also acknowledges receipt of the Affiliated Business Disclosure, attached hereto as Exhibit B and incorporated herein by this reference.

- [ ] Purchaser intends to use FTG
- [ ] Purchaser does not intend to use FTG

B. Results of Election. If Purchaser elects to use FTG, Seller shall deliver a title insurance commitment underwritten through FTG to Purchaser or Purchaser’s agent either ten (10) days prior to Closing, or at Closing, if Closing takes place within ten (10) days of the execution of this Contract and at Closing Seller shall provide Purchaser with $350.00 credit towards Purchaser’s closing costs. If Purchaser does not elect to use FTG, Purchaser shall be responsible for obtaining a title insurance commitment and delivering a copy of such commitment to Seller either ten (10) days prior to Closing or at Closing, if Closing takes place within ten (10) days of the execution of this Contract and Purchaser shall not receive the credit referenced herein.

6. TITLE OBJECTIONS: Purchaser shall give Seller written notice specifically detailing any title objections (the “Notice of Objections”) upon the earlier of ten (10) days prior to the Closing or ten (10) days after receipt of the Commitment. If the Notice of Objections is not received by Seller within the time provided, Purchaser shall be deemed to have waived the right to raise title objections. Seller shall have ninety (90) days from the date Seller receives the Notice of Objections to correct the title objections raised or to otherwise respond to Purchaser in the event Seller determines that (a) no title objection exists or (b) Seller cannot, or elects not to, correct the title objections, in Seller’s sole and absolute discretion. If Seller cannot, or elects not to, cure the title objections raised in the Notice of Objections within the subject ninety (90) day period, Purchaser shall elect one of the following two options by written notice to Seller within ten (10) days after delivery to Purchaser of written notice from Seller of Seller’s intention not to cure the title objection:

A. Purchaser can accept title to the Unit in the condition offered by Seller without reduction of the Purchase Price, thereby waiving all objections and any claims against Seller with respect to the objectionable title objection(s); or
B. Purchaser can cancel this Contract and receive a full refund of the deposit(s) actually paid by Purchaser. If Purchaser cancels this Contract and receives a refund of the deposit(s) actually paid by Purchaser, Purchaser shall not thereafter have any rights to make any additional claims against Seller and this Contract shall no longer have any force or effect. In the event Purchaser does not notify Seller in writing within ten (10) business days from the receipt of Seller’s notice (time being strictly of the essence) as to which option Purchaser elects, Purchaser shall be conclusively presumed to have elected the option provided in this Section.

7. CLOSING:

A. Seller shall convey marketable and insurable title to the Unit to Purchaser at the Closing by delivery to Purchaser of a special warranty deed (the “Deed”) describing the Unit. The Deed shall convey title to the Unit to Purchaser subject to the title exceptions set forth below (collectively, the “Permitted Exceptions”): (i) Community Declaration for Sun City Center Ft. Myers recorded in Official Records Book 3535, Page 4531, public records of Lee County, Florida, as may be amended from time to time (“Community Declaration”); (ii) Town Center Declaration for Sun City Center Ft. Myers recorded in Official Records Book 3535, Page 4496, public records of Lee County, Florida, as may be amended from time to time (“Town Center Declaration”); (iii) Declaration and Grant of Easements, as recorded in the public records of Lee County, Florida; (iv) instruments pertaining to the Gateway Development of Regional Impact as recorded in Official Records Book 1803, Page 718, in Official Records Book 1869, Page 3568, in Official Records Book 1885, Page 3144, in Official Records Book 1978, Page 2734, in Official Records Book 2652, Page 1553, and in Official Records Book 3488, Page 4430, all of the public records of Lee County, Florida; (v) the instrument pertaining to the Sun City Center Ft. Myers Development of Regional Impact recorded in Official Records Book 3350, Page 1096, public records of Lee County, Florida; (vi) instruments pertaining to the Gateway Services Community Development District as recorded in Official Records Book 2489, Page 1987, in Official Records Book 2581, Page 2855, in Official Records Book 2582, Page 3524, and in Official Records Book 3028, Page 331, all of the public records of Lee County, Florida; (vii) Final Order of the State of Florida Land and Water Adjudicatory Commission recorded in Official Records Book 2227, Page 4620, public records of Lee County, Florida; (viii) Grant of Easement for Water Management recorded in Official Records Book 2558, Page 2002, public records of Lee County, Florida; (ix) Temporary, Non-Exclusive Access Easement recorded in Official Records Book 3054, Page 820, public records of Lee County, Florida, as amended by that certain instrument recorded in Official Records 3129, Page 2155, public records of Lee County, Florida; (x) Non-Exclusive Access Easement recorded in Official Records Book 3199, Page 489, public records of Lee County, Florida; (xi) Memorandum of Agreement recorded in Official Records Book 3332, Page 3692, public records of Lee County, Florida; (xii) Deed containing mineral rights reservation recorded in Official Records Book 351, Page 398, public records of Lee County, Florida; (xiii) applicable comprehensive plans, or elements or portions thereof, land development regulations, including zoning, building and subdivision ordinances, development orders, development permits and other regulations and conditions of all governmental agencies concerning the Condominium; (xiv) rights or interests vested in the United States of America or the State of Florida, including any taxes, liens, assessments, and any other taxes, liens or assessments imposed by any taxing or governmental or quasi-governmental authority or any special taxing or community development district (including assessments relating to capital improvements and bonds) for the year of conveyance and subsequent years; (xv) the general preprinted exceptions contained in the ALTA Owner’s Title Insurance Policy, except (a) rights or claims of parties in possession not shown by the public records, (b) easements, or claims of easements, not shown by the public records, (c) encroachments, overlaps, boundary disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and (d) any lien or right to a lien for service, labor, or material heretofore or hereinafter furnished, imposed by law and not shown by the public records; (xvii) all laws, covenants, conditions, limitations, restrictions, reservations and easements, agreements, plat, dedications, declarations, existing zoning and land use laws or regulations or other restrictions upon the use of the Condominium as may exist of record in the Public Records of Lee County, Florida (for example, property use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Condominium for single family residential purposes); (xviii) utility easements, sewer agreements, telephone agreements, cable agreements, including, but not limited to, telecommunication agreements, monitoring agreements, restrictions and reservations common to the subdivision, including the Condominium; (xix) zoning, building code and other use restrictions imposed by governmental authority; (xx) to the extent applicable, a memorandum of agreement entered into by Seller as to certain design services for unit purchasers, as may be recorded in the Public Records of Lee County, Florida; (xxi) the Condominium Declaration; and (xxii) acts done or suffered by Purchaser and any mortgage obtained by Purchaser for the purchase of the Unit. It is Purchaser’s responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land.

B. Any matters relating to the Permitted Exceptions omitted from the Deed shall nevertheless be deemed to be included in the Deed. Purchaser understands and agrees that the terms of the immediately preceding sentence shall survive the Closing of the transaction contemplated herein. Seller shall deliver the Deed to Purchaser at the Closing of the transaction contemplated in this Contract, which Deed shall be free and clear of all monetary liens and encumbrances, except as otherwise noted herein. The acceptance of the Deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Contract, except those which are herein specifically deemed to survive the Closing of the transaction contemplated herein or which may survive by operation of law (if any).
C. At Closing, Seller shall provide Purchaser with (a) Seller’s form Owner’s Affidavit and Affidavit Under Section 1445 IRC, (b) the Deed, (c) upon Purchaser’s request, a Certificate of Good Standing from the State of Delaware regarding Seller, and (d) upon Purchaser’s request, an Incumbency Certificate regarding the authority of the individual who will sign all closing documents at Closing on behalf of Seller.

8. CLOSING COSTS, OTHER CHARGES AND PRORATIONS (OTHER THAN TITLE RELATED CHARGES): At the Closing of the transaction contemplated herein, Purchaser agrees to pay to Seller the balance of the Purchase Price and any additional amounts Purchaser owes under this Contract by wire transfer or by cashier’s check. Official checks, bank checks and/or personal checks will not be accepted. PURCHASER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE BALANCE OF THE PURCHASE PRICE, PURCHASER AGREES TO PAY CERTAIN OTHER FEES AND “CLOSING COSTS” AT THE CLOSING. These extra charges include, without limitation:

A. The premium for a policy of owner’s title insurance and any endorsements thereto (if desired); title search fee; title exam fee; settlement/closing services fee; courier/document delivery fees; mailbox reimbursement to Seller, if applicable; recording fee for the Deed; documentary stamps for the Deed; Purchaser’s attorneys fees if Purchaser elects to retain an attorney; any financial obligations Purchaser incurs not provided for in the Contract; ad valorem real property taxes, subject to proration in accordance with the terms of Section 8.J hereof, and other community development or improvement district assessments, if applicable; one-time initial capital assessments for the Community Association; annual operating assessment of the Community Association; prorated annual assessment of the Condominium Association; Town Center Expenses Fee; Town Center Membership Fee; recording fee for certificate of approval, if any;

B. Closing costs associated with a loan, if any (including the premium for a mortgagee’s policy of title insurance and any endorsements to it, if applicable), which may vary from lender to lender, an estimate of which will be provided by, or on behalf of, the lender to whom Purchaser submits an application for a loan;

C. All additional costs respecting the Unit imposed by any governmental authority.

D. The cost of any obligations Purchaser incurs not provided for in this Contract.

E. Governmental liens (liens which can be paid pursuant to written notice) which have been certified as of the date of the Closing, if any, shall be assumed and paid by Seller; pending and proposed governmental improvement liens, taxes and/or assessments (for public improvements or otherwise) shall be paid and assumed by Purchaser; provided, however, to the extent that such items may be paid in installments, Purchaser shall be responsible for all such installments (or portions thereof) which are attributable to the date from and after the Closing.

F. A pro rata share of waste fees.

G. Any other expenses of an owner of real property governed by and subject to the Community Declaration and/or the Condominium Declaration and/or the Town Center Declaration.


I. Current expenses of the Unit (for example: taxes, special assessments and current monthly assessments to the homeowners’ associations) will be adjusted between Seller and Purchaser as of the original Closing date, except for when Seller requires a delay in the Closing date, in which case the adjustments and prorations will be as of the new Closing date. Purchaser shall reimburse Seller for any prepaid expenses of the Unit, such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and capital contributions made to the homeowners’ associations, paid by Seller in advance and/or for the month of the Closing.

J. If the real estate ad valorem property taxes or real estate non-ad valorem special assessments lawfully levied and imposed by any and all local governments, general purpose or special purpose, to which the Unit is subject for the year of the Closing are assessed in the aggregate on the land comprising the portion of the Community, including the Unit, rather than on a unit-by-unit basis, Seller will pay such taxes in full when due, but Purchaser will reimburse Seller at the Closing for Purchaser’s pro rata share of such taxes from the date of the Closing through the end of the then current tax year (if such taxes are then known) or the Unit’s allocable share (so prorated) of Seller’s estimate of those taxes based on the tax bill for the prior year or Seller’s estimate of taxes (if such taxes are not then known), subject to readjustment at either the request of Seller or Purchaser within six (6) months from when the actual tax bill is known. If taxes for the year of the Closing are assessed on a unit-by-unit basis but such taxes are not yet due on the date of the Closing, Purchaser will be responsible for paying such tax bill in full when due, but Seller will reimburse Purchaser at the Closing for Seller’s pro rata share of such taxes (if the taxes are then known) or Seller’s estimate of those taxes (if such taxes are not then known) through the date of the Closing, subject to readjustment at either the request of Seller or Purchaser within six (6) months from when the actual bill is known. If the Closing takes place after Seller has paid the taxes for the year of the Closing, Purchaser will reimburse Seller at the Closing for Purchaser’s pro rata share of those taxes from the date of the Closing through the end of the current tax year.
9. CONSTRUCTION:

A. Seller is required to complete and does agree that construction of the Unit shall be completed within a period of two (2) years from the date Purchaser signs this Contract. However, the date for completion may be extended by reason of delays which would support a recognizable contract defense under the laws of the State of Florida, such as impossibility of performance. It is the intention of the parties that this sale qualify for the exemption provided by 15 U.S.C. Section 1702 (a)(2), and nothing contained in this Contract shall be construed or operate so as to any obligations of Seller or rights of Purchaser in a manner which would render said exemption inapplicable.

B. Purchaser acknowledges that there has been made available to Purchaser and Purchaser has examined the model and/or the model floor plans of the Condominium and the type of unit being purchased by Purchaser pursuant hereto, but that floor plan dimensions are approximate. Purchaser further acknowledges that Seller has made available to Purchaser in the sales office for the Condominium complete plans and specifications for the Unit and the improvements comprising the common elements of the Condominium. Purchaser understands that the Unit may be the reverse or mirror image of the floor plan of any model and/or model floor plans of the Condominium. Where this Contract is executed prior to the completion date, Seller agrees to construct the Unit in a workmanlike manner and substantially in accordance with the model and/or the model floor plans and plans and specifications, subject, however, to: (i) job site changes and architectural changes required during construction; (ii) modifications required by changes in the law, including, but not limited to, federal, state and local laws and applicable building codes; and (iii) shortages in materials or supplies or substantial increases in the cost of same which, in the sole discretion of Seller, may require a substitution of materials or supplies or the cancellation of a supplier. Purchaser understands and agrees that certain items such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, Marbella stones, saturnia stone, granite, natural stone, tile, mica, and the like are subject to shading and gradation and will vary from samples, models or color charts, from piece to piece. Purchaser’s selection may not match the shade or texture in models, samples and pictures, and Seller will not be liable for such variations. Seller does not warrant conditions or defects that are the result of characteristics that are common to materials used, such as, but not limited to (i) warping and deflection of wood; (ii) fading, chalking and checking paint due to sunlight or water; (iii) cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; (iv) drying, shrinking, and cracking of caulking and weather-stripping; and (v) temporary change of appearance of natural stone products known as efflorescence. Under no circumstances will Purchaser be permitted to hand pick, hand select or to direct installers regarding natural stone, marble, marbella stones, saturnia stone or granite. In the event of substitution, Seller agrees, whenever reasonably possible, to use materials or supplies of similar quality, but in no event shall any materials or supplies be of lesser quality than required by applicable building codes or substantially change the product for which Purchaser has contracted.

C. Purchaser acknowledges that all furnishings, fixtures, wall coverings, moldings or other decorative improvements appearing in the model unit are not included in the Unit and that carpeting, other floor coverings, cabinets, counter tops and paints which will be included in the Unit may be of a different quality, color or grade than as shown in the model unit. Purchaser further acknowledges that quality, colors or grades of items supplied by Seller may vary from those selected by Purchaser due to shortages, discontinuances of selections or substantial increases in the costs of same or color run variations or requirements of governmental agencies. In addition, Purchaser acknowledges that certain kitchen appliances shown in some of the models may be upgrades. Unless otherwise indicated in the model unit or on the brochure feature sheet used by Seller, carpeting, other floor coverings, cabinets, countertops, paints and plumbing fixtures as shown in the model unit, or substitutions of similar quality for reasons described above, are included in the Purchase Price of the Unit unless a different quality, color or grade is specified by addendum hereto.

D. Except as provided in Section 22 below, for reasons of safety and of requirements under policies of insurance held by Seller, neither Purchaser nor any agent of Purchaser shall enter the Unit or the Condominium until after Purchaser has closed the purchase of the Unit in accordance with the terms hereof and taken possession of the Unit, whereupon Purchase’s rights shall be as set forth in the “Condominium Documents,” as such term is defined in Section 24 below. Purchaser agrees hereby to abide by such restriction and not to enter upon, nor interfere in any way with the construction of the Condominium or any other portion of the Community. Purchaser may not order any work on the unit until after the Closing, other than options or extras that Seller agrees in writing to provide.

E. Purchaser acknowledges that Purchaser has been made aware that under applicable building codes changes in the plans and specifications, sometimes called “Field Changes,” are authorized by law and may be employed by Seller, the contractor and the subcontractors. Purchaser acknowledges that such Field Changes are not always required to be reflected in the plans and specifications and authorizes and approves such Field Changes as are contemplated by this literary paragraph and as are otherwise lawful, whether or not incorporated into the plans and specifications or the final set of plans and specifications given to the Condominium Association and agrees that such Field Changes as are not required by building codes to be so incorporated need not be so incorporated in the final plans and specifications. The issuance of a certificate of occupancy by the appropriate governmental authority for the building or Unit shall be deemed conclusive evidence that such building or Unit was constructed in compliance with applicable building codes.
10. **INITIAL OPTIONS AND SELECTIONS.** It is understood that Purchaser has the right to make such color, material, appliance, or other selections, as are offered by Seller. Such selections shall be made in writing and signed by both the Purchaser and Seller (“Initial Options”). The Initial Options must be selected in writing and signed by both Purchaser and Seller no later than sixty (60) days following the Effective Date. Purchaser agrees to pay a non-refundable Deposit in an amount equal to ten percent (10%) of the total cost for the Initial Options at the time Purchaser makes its selections, and further agrees to pay the balance of the cost for such options at Closing. Purchaser acknowledges and understands that Seller does not allow any changes, additions, or deletions to the Unit other than those options offered through the Seller. If Purchaser fails to select the Initial Options within the deadline provided herein, Purchaser understands that all choices will be made by Seller, and Purchaser will have no right to object to those choices and Purchaser may be subject to, at Seller’s sole discretion, a penalty in the amount of $250 per day. If Purchaser does make any selections pursuant to this Section 10, Seller will use diligent efforts to provide Purchaser with Purchaser's selections, but Seller will not be liable for any substitutions Seller makes pursuant to Section 9 hereof. If the Unit is completed or partially completed or the Initial Options have previously been selected by Seller, Purchaser shall have no right to make selections and accepts all selections which previously have been made by Seller.

11. **DEFAULT AND REMEDIES:**

   A. In the event Purchaser fails to close the transaction contemplated herein in the time established for reasons other than Seller’s default or delay, and Seller agrees to extend the Closing in accordance with this Section 10 A, Purchaser shall, if Seller is still willing to close, be required to pay interest on the Purchase Price equal to the highest rate of interest per annum permitted to be charged by applicable prevailing law (such rate currently being eighteen (18%) percent per annum) from the date on which the Closing was originally scheduled, to and including the date on which the Closing actually occurs. Further, all prorations shall be made as of the date Closing was originally scheduled. Nothing in this Contract, however, shall require Seller to extend the Closing beyond the time set forth in this Contract or prevent Seller from treating Purchaser as being in default if Purchaser fails to close within that time.

   B. Should Purchaser fail to make any of the payments herein above scheduled, or fail or refuse to execute the instruments required to close the transaction contemplated herein (including failure to promptly execute and file mortgage loan application documents, and all mortgage loan and real estate Closing documents and to comply with the requirements of the mortgage lender, including providing any and all information as requested) or refuse to pay any costs or the sum required by this Contract, or otherwise default hereunder, and shall fail to correct such default within five (5) days after Seller has given Purchaser a written notice of such default, then Seller may declare this Contract terminated and retain all deposits paid by Purchaser as liquidated and agreed-upon damages which Seller shall have sustained and suffered as a result of Purchaser’s default, and thereupon the parties hereto will be released and relieved from all obligations hereunder. These provisions for liquidated and agreed-upon damages are bona fide provisions for such and are not a penalty, the parties understanding that by reason of the withdrawal of the Unit from sale to the general public at a times when other parties would be interested in purchasing the Unit, Seller will have sustained damages if Purchaser defaults, which damages will be substantial and would be extremely difficult or impossible to determine with mathematical precision. Therefore, Seller and Purchaser have agreed that, by signing this Contract, the parties acknowledge that the deposit(s) paid and agreed to be paid by Purchaser, with all accrued interest thereon, is (are) agreed upon, after negotiation, as the parties’ reasonable estimate of Seller’s liquidated damages in the event of a breach of this Contract by Purchaser.

   C. If Seller defaults in the performance of this Contract, nothing contained herein shall be deemed to restrict Purchaser’s remedies if Purchaser shall be entitled to such remedies under applicable law, including the right to seek specific performance.

12. **ALTERATIONS:** The Unit is new and has not been previously occupied and is to be delivered vacant. No alterations, additions, omissions or deviations to or from the plans and specifications for the Unit shall be made unless agreed in writing by Purchaser, Seller and the general contractor constructing the Condominium improvements and the cost thereof (including any and all design related costs) is paid directly to the general contractor in advance of the changes being made.

13. **ASSIGNMENT:** This Contract is not assignable by Purchaser, except to Purchaser’s spouse, individually or jointly with Purchaser, Purchaser’s family trust, existing or to be created and of which the Purchaser or Purchaser’s spouse is the primary beneficiary, or to any business entity organized under the laws of the State of Florida or any other state and authorized to do business in the State of Florida in which the Purchaser or Purchaser’s spouse owns at least a fifty-one percent (51%) controlling interest. A transfer or conveyance of such controlling interest may, at Seller’s election, constitute a material breach of this Contract by Purchaser. In the event of any other assignment by Purchaser, Seller shall be under no obligation to complete the transaction contemplated hereby or any portion thereof with said assignee, but in fact may treat such action by Purchaser as a breach of this Contract. Seller, in Seller’s sole and absolute discretion, may assign its rights under this Contract. If Purchaser dies or in any way loses control of Purchaser’s affairs, this Contract will bind Purchaser’s heirs and legal representatives. If Purchaser has received Seller’s written consent to assign or transfer this Contract, then Purchaser’s approved assignees shall be bound by the terms hereof.
14. **DEPOSITS:** All Deposits shall be held and disbursed by the Escrow Agent pursuant to the terms of this Contract and the terms of an Escrow Agreement between Escrow Agent and Seller, which Escrow Agreement is incorporated herein by reference. Deposits by Purchaser comprising the first ten percent (10%) of the aforesaid Purchase Price for the Unit shall not earn interest. Deposits in excess of such ten percent (10%) may be used for construction purposes as provided by Section 718.202, Florida Statutes, and shall not earn interest.

15. **INSULATION:**

   A. R-Values of insulation: Roof, fiberglass batts or blown having a minimum value of R-19. Exterior masonry and interior masonry party wall, reflective foil, R-4.1.

   B. Purchaser understands and acknowledges that insulation thickness may vary depending upon local conditions and construction factors, including, but not limited to, such items as wall openings and plumbing or other structures or obstructions within the walls which displace the insulation. Purchaser understands and agrees that the foregoing information regarding the thickness and R-value of the insulation is based upon information supplied by the insulation installer, and Seller makes no representation or warranty regarding same.

16. **ENERGY PERFORMANCE AND ENERGY EFFICIENCY RATING DISCLOSURES:** Pursuant to Section 553.996, Florida Statutes, Purchaser may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Unit. Further, pursuant to Section 553.9085, Florida Statutes, Purchaser may request the energy performance level of the Unit. In addition, Purchaser will be given the applicable energy performance level display card at Closing which will be deemed a part of this Contract. Purchaser hereby releases Seller from any responsibility or liability for the accuracy of level of rating and Purchaser understands and agrees that this Contract is not contingent upon Purchaser approving the rating, that the rating is solely for Purchaser’s own information and that Purchaser will pay the total cost of obtaining the rating. A copy of the Florida Building Energy-Efficiency Rating System brochure prepared by the Florida Department of Community Affairs in accordance with Section 553.996, Florida Statutes, is attached here as Exhibit “C” and incorporated herein by this reference. PURCHASER ACKNOWLEDGES RECEIPT OF THE ENERGY-EFFICIENCY RATING BROCHURE DISTRIBUTED BY THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND STATES THAT PURCHASER WAIVES THE OPPORTUNITY TO OBTAIN AN ENERGY-EFFICIENCY RATING ON THE UNIT. Seller is providing this disclosure statement to Purchaser in compliance with Sections 553.9085 and 553.996, Florida Statutes. This Disclosure Statement is intended for the sole and exclusive use of Purchaser for the transaction contemplated herein only and Seller shall not be liable or responsible to any third party who has relied upon the information contained herein. Purchaser acknowledges its receipt, review and understanding of this disclosure statement prior to, or at the time of, Purchaser’s execution of this Contract.

17. **RADON GAS DISCLOSURE:** The following disclosure is required by Section 404.056, 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 health department. There are no warranties, express or implied, concerning the presence of radon gas in the Unit or the building containing the Unit. Purchaser acknowledges and agrees that Seller shall not be responsible for the prevention or removal of radon gas accumulation in the Unit or the building containing the Unit, if any. This provision shall survive Closing and delivery of the Deed.

18. **COOPERATING BROKER:** Unless an outside broker has registered Purchaser with Seller, Purchaser represents to Seller that Purchaser has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller’s sales personnel. In the event a cooperating broker is involved on behalf of Purchaser, prior to the payment of any commission, the broker shall execute the Seller’s Cooperating Broker Commission Agreement, and the residence purchase contract shall not be subject to any unsatisfied contingency, any rescission period shall have expired, and all Deposits shall have been paid and cleared. Purchaser agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller’s sales personnel and Purchaser agrees to indemnify and hold Seller harmless from and against any and all loss and liability, including attorneys’ and paraprofessional’s fees and costs at all levels, resulting from or arising out of any representation or warranty set forth in this Section. Purchaser understands and agrees that this Section shall survive the Closing and the delivery of the Deed.

19. **NOTICE:** Whenever a notice is required to be sent under the terms of this Contract, the notice will be deemed to have been properly given or served (a) when delivered in fact to the other party; (b) when delivered to and received by a recognized air courier service (i.e., Federal Express, UPS, or DHL); (c) when transmitted by a facsimile machine capable of producing a confirmation of receipt; or (d) when deposited in the United States mail with adequate postage prepaid and sent by certified mail, return receipt requested. In all cases, notice must be addressed to Purchaser at the address in this Contract and addressed to Seller at 24301 Walden Center Drive, Bonita Springs, Florida 34134, Attn: Viadana at Pelican Preserve Project Manager, with a copy to Home Building, Attn: Viadana at Pelican Preserve Contract Administrator, WCI Communities, LLC, 24301 Walden Center Drive, Bonita Springs, Florida 34134. Notice may also be delivered by hand delivery if a receipt for same is obtained. All notices shall be also be effective upon refusal or
failure to accept delivery or otherwise. Despite the foregoing, execution of this Contract is governed by and must comply with the terms of Section 49.

20. **RISK OF LOSS PRIOR TO CLOSING:** Any loss and/or damage to the Condominium and/or the Unit between the date of this Contract and the date of the Closing will be at the Seller’s sole risk and expense. Seller will have a reasonable time to complete repairs, but in no event will such time for repairs and subsequent date of the Closing extend beyond two (2) years after the date Purchaser signed this Contract. The work will be judged by the same standards used to evaluate new construction. Purchaser will have no right to any reduction in the Purchase Price, nor any claim against Seller by reason of the loss and/or damage, and agrees to accept title on the date scheduled for the Closing.

21. **ADDENDUM OR RIDER:** Any rider or addendum to this Contract will be deemed to be incorporated into this Contract as fully as if it were set forth at length herein. The terms and provisions of any such rider or addendum will control those of this Contract, but only to the extent necessary to give them full effect. No such rider or addendum to this Contract shall be binding or effective unless and until executed by both Purchaser and Seller pursuant to Section 49.

22. **INSPECTION PROCEDURE:**

   A. Purchaser or Purchaser’s Representative, as defined below, is required to conduct a personal inspection of the Unit with Seller’s representative not later than the date established by Seller in written notification delivered to Purchaser prior to Closing (“Personal Inspection”).

   B. If Purchaser is unable to conduct the Personal Inspection with Seller on the date so established, Purchaser may designate one representative by written notice delivered to Seller not less than three (3) days prior to such date (“Purchaser’s Representative”). Purchaser will be bound by the actions of Purchaser’s Representative. The Personal Inspection is limited to the Purchaser names listed on the first page of this Contract or one Personal Representative.

   C. At Purchaser’s sole cost and expense, Purchaser shall also have the right to have a third party professional inspector inspect the Unit by providing Seller in writing with such professional inspector’s name, address and contact information (the “Inspector Information”) within five (5) days of receipt of Seller’s written notice provided under Section 22.A. The date and time of such professional inspector’s visit to the Unit shall be at Seller’s sole discretion. Any third party home inspector hired by Purchaser must have the following minimum requirements: (1) a professional inspector who specializes in home inspections and is a member of the American Society of Home Inspectors or a similarly recognized association; (2) an active occupational license issued by the county in which the Unit is located for operation of a home inspection business; (3) commercial general liability insurance, including blanket contractual liability coverage, residential work coverage and property damage coverage in a minimum amount of $1,000,000 for any one occurrence and $2,000,000 in the aggregate; and (4) worker's compensation coverage, meeting at least the minimum amounts required pursuant to Florida law (collectively, “Home Inspector Requirements”). Purchaser shall provide Seller with written evidence of the Home Inspector Requirements at the time Purchaser provides Seller with the written notice required under this Section. The results of the professional inspection shall be provided in writing to Seller within five (5) days of said inspection, and where the curative work identified concerns addressing an alleged building code deficiency, shall contain specific references to the applicable building codes. Notwithstanding that delivery, Seller shall under no circumstances be bound by any items on the inspection report, shall not be required to complete such items as a condition precedent to Closing, and shall not be in default of its obligations under this Contract for the failure to correct any such items.

   D. During the Personal Inspection specified in Section 22.A above, Purchaser or Purchaser’s Representative and the Seller (or Seller’s representative) will complete a list of inspection items in the Unit, which require Seller’s (or Seller’s representative’s) attention, if any. Purchaser (or Purchaser’s Representative) and Seller (or Seller’s representative) shall sign the list as conclusive evidence of the agreed upon work to be performed. At such time as the agreed work has been performed (which shall be within a reasonable time considering the availability of materials and the nature of the work to be performed), it shall be deemed conclusive that Seller’s obligations have been fulfilled and any additional items shall be the responsibility of the Purchaser.

   E. Purchaser shall indemnify, defend and hold Seller, its officers, directors, employees, agents, parents, subsidiaries and affiliates harmless from and against any and all claims, actions, suits, losses, judgments, damages, expenses, personal injury, property damage, and other fees and costs (including reasonable attorneys fees and costs) arising out of or relating to Purchaser’s, Purchaser’s Representative’s or a third party inspector’s inspection of the Unit.

   F. Except as provided in Sections 22.A, 22.B, and 22.C above, neither Purchaser nor Purchaser’s agents or contractors shall have access or entry to the Unit, nor shall Purchaser access any of Purchaser’s possessions in or about the Unit or the Condominium property prior to the Closing of the transaction contemplated herein. Purchaser shall not interfere with workmen or trespass upon the job site.
G. Neither Purchaser’s failure to complete the Personal Inspection, nor Seller’s failure to complete work on all of the items, if any, described in the list of items to be addressed by Seller, will entitle Purchaser to: (i) delay the Closing, (ii) request a set off, (iii) place in escrow or withhold money due Seller at the Closing, or (iv) impose any condition on Seller at Closing. Purchaser’s refusal to close and accept delivery as scheduled shall constitute a default by the Purchaser hereunder. Seller’s obligation to perform the work agreed upon in the list of inspection items shall survive the Closing.

H. Failure of Purchaser or Purchaser’s Representative to conduct the personal inspection and complete and sign the list of inspection items by the date established in Section 22.A hereof shall be deemed to be: (1) conclusive of Purchaser’s acceptance of the Unit in its “as is” condition; and (2) a complete waiver of all objections to defects in workmanship or materials. This shall not be deemed to be a waiver of any warranties provided to Purchaser by law.

23. LIMITATIONS OF WARRANTIES:

A. Purchaser shall have the right, pursuant to Section 22 above, to inspect the Unit and the common elements prior to the Closing. Purchaser hereby agrees that from and after the Closing, Purchaser shall not make or bring, and shall not support the bringing of such action by others, any claim or action whatsoever against Seller or Seller’s agents with respect to the dimensions of the Unit or the common elements, the materials employed in the construction of the Unit or the common elements, or the quality of workmanship or the merchantability or fitness of the Unit or the common elements or fixtures or items of personal property sold pursuant to this Contract, or the merchantability or fitness thereof, except such claims or actions as may be permitted by Section 23.B, below.

B. Purchaser acknowledges that at the time of execution of this Contract, Seller has no reason to know of any particular purpose of Purchaser in purchasing the Unit and items of personal property sold pursuant to this Contract other than for normal residential use. Purchaser acknowledges and agrees that the only warranties applicable to the Condominium and the Unit are those that may validly be imposed thereon by statutory law on the date thereof, as set forth in Section 718.203, Florida Statutes, as such section exists as of the date of this Contract (hereinafter referred to as “Sole Warranties”). Purchaser further acknowledges and agrees that, to the extent allowed by law, Seller makes no other express or implied warranties whatsoever in regard to the Unit, the common elements, any fixtures or items of personal property sold pursuant to this Contract or any other real or personal property whatsoever sold hereby.

C. SELLER MAKES THIS WARRANTY EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE UNIT SOLD OR TO BE CONSTRUCTED HEREAFTER AND THE PROPERTY SOLD HEREAFTER OR PREVIOUSLY PURCHASED FROM SELLER, ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON SELLER. ALL OTHER WARRANTIES WITH RESPECT TO THE UNIT AND THE PROPERTY HEREAFTER ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE; AND PURCHASER REPRESENTS THAT PURCHASER HAS READ AND UNDERSTOOD THIS PROVISION, AND THAT PURCHASER UNDERSTANDS AND AGREES THAT, BY ENTERING INTO THIS CONTRACT AND ACCEPTING THE BENEFITS OF THE LIMITED WARRANTY DESCRIBED ABOVE, PURCHASER HAS KNOWINGLY RELINQUISHED ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE REGARDING THE UNIT AND THE PROPERTY.

D. Notwithstanding anything to the contrary in this Contract, Purchaser acknowledges and agrees that Seller shall be irreparably harmed if Purchaser undertakes the repair or replacement of any defective portion of the Unit, common elements, fixtures, items of personal property or any other real or personal property in connection with the Unit during the time in which the Sole Warranties remain in effect. Accordingly, Purchaser hereby agrees: (i) to promptly, upon Purchaser’s knowledge of the existence of any such defective portion, provide written notice to Seller specifying each such defective portion, upon the receipt of which Seller shall have sixty (60) days (hereinafter referred to as “Repair Period”) to commence to repair or replace such defective portion and diligently pursue the completion thereof; or (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Seller fails to commence the repair or replacement of such defective portion within the Repair Period, Purchaser may repair or replace same. If Purchaser fails to comply with the provisions of this Section 22.D, Purchaser will be deemed to have breached Purchaser’s obligation to mitigate damages and Purchaser’s conduct shall constitute an aggravation of damages.

E. It is hereby agreed that the maximum liability of Seller under the Sole Warranties shall be the replacement cost of the defective portion of the Unit, common elements, fixtures, items of personal property or to the real or personal property. Seller shall have the sole right to determine whether the defect shall be corrected by repair or replacement. In addition, at Seller’s sole option, rather than repairing or replacing the defective item, Seller may pay Purchaser the amount by which the value of the Unit has decreased as a result of such defect. In no event shall Seller be liable to Purchaser, the Community Association or the
Condominium Association or any other person or entity for consequential or exemplary damages, or for personal injuries arising from any breach of the Sole Warranties.

F. Purchaser hereby acknowledges that: (i) the Sole Warranties shall not apply if the defective portion of the Unit, common elements, fixtures or any other real or personal property has resulted from or been caused by, in whole or in part, the misuse of same (whether intentional or unintentional) by any person, firm or entity other than Seller or from an accident, casualty or physical alteration or modification; and (ii) the Sole Warranties are further conditioned upon routine maintenance being performed unless such maintenance is an obligation of Seller or a Seller controlled condominium association.

G. The provisions of this Section shall survive the Closing and delivery of the Deed.

24. **PROSPECTUS:** The documents required by Section 718.504, Florida Statutes, to be provided by Seller to Purchaser are defined as the prospectus together with all exhibits thereto (sometimes referred to herein collectively as the “Condominium Documents”). Purchaser hereby acknowledges receipt of the Condominium Documents. Seller and Purchaser acknowledge that separate and apart from the provisions of this paragraph, Seller is obligated to obtain from Purchaser a Receipt for Condominium Documents (in accordance with Florida administrative rules) acknowledging receipt of the required Condominium Documents, and Purchaser agrees to provide such Receipt upon delivery of such Condominium Documents.

25. **TIME:** Time is of the essence for making all payments due pursuant to this Contract and for the Closing of this Contract. Time otherwise may be made of the essence by not less than five (5) days advance written notice. Any time period measured in “days” means consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday, or nationally observed legal holiday automatically will be extended to the next day that is not a Saturday, Sunday, or nationally observed holiday.

26. **PROVISIONS RELATING TO CONTRACTS SIGNED AFTER THE COMPLETION DATE:**

☐ Checking the box at left indicates this Contract is executed after the Completion Date, and as such, the following provisions shall be applicable to this Contract. For purposes of this Contract, the term “Completion Date” shall mean the date that a certificate of occupancy has been issued for the building containing the Unit and all other requirements for completion of improvements are met, as specified in Chapter 718, Florida Statutes.

A. The provisions of Section 4.D. shall not be applicable to this Contract.

B. The provisions of Section 9.A. shall not be applicable to this Contract and Purchaser acknowledges that there has been made available to Purchaser and that Purchaser has been shown the model and/or the model floor plans of the Condominium and the type of unit being purchased by Purchaser hereunder. Purchaser further acknowledges that Seller has made available to Purchaser complete plans and specifications for the Unit and the improvements comprising the common elements and that Purchaser has had the right and opportunity to examine the Unit and the Condominium.

C. Any provision, relating to the escrow of deposit monies, shall not be applicable to this Contract.

27. **CONSTRUCTION FINANCING:** Purchaser acknowledges that notices of commencement may be filed of record and that the Unit may be encumbered by mortgages at the time of the Closing, and agrees that the same shall not be an objection to title, it being understood that the Unit will be released from the liens of such notices and such mortgages at or prior to the Closing utilizing the proceeds of the Closing. Purchaser further acknowledges and agrees that to the extent permitted under applicable law (including, without limitation, Chapter 718 of the Florida Statutes), the lien of any mortgage(s) granted by Seller to its lender(s) (whether or not such loans are made for the purpose of construction financing) on the Unit or the Condominium shall be superior in right and priority to any lien of Purchaser as vendee or otherwise (which, if the event of such lien, shall be subordinate to those of anyone holding a mortgage that secures the advancement of construction funds, even if the mortgage (or modifications) are made or recorded after the date of this Contract) and that this provision shall be self-operating, not require execution and delivery of additional documents and be for the benefit of Seller and any such lenders; provided, however, this provision shall not affect Seller’s obligation to obtain release of such mortgage(s) at the Closing with respect to the Unit.

28. **MULTIPLE PURCHASERS:** If two (2) or more persons are named as Purchaser herein, any one (1) of them is authorized to act as agent for, with the right to bind, the other(s) in all matters and of every kind and nature with respect to this Contract. If the Purchaser is married, and the Purchaser’s spouse is not named as a Purchaser herein, Purchaser shall be responsible and liable for such spouse executing the mortgage and other Closing documents as required by lender and Seller. Failure of said spouse to do so shall constitute a default hereunder by Purchaser.

29. **SELLER’S BUSINESS ORGANIZATION:** Purchaser hereby expressly acknowledges and agrees that (a) a conversion by Seller of its form of business organization, (b) a merger by Seller with any entity(ies)
with the Seller being the surviving entity of such merger, or (c) change of Seller’s name or any or all of the above in combination, shall not be deemed to be a material or adverse change.

30. MISCELLANEOUS PROVISIONS:

A. Entire Agreement: This Contract, together with all exhibits, constitutes the entire agreement between Purchaser and Seller with respect to the transaction contemplated herein. All prior understandings are superseded by and merged into this Contract. No oral representations, advertising, promotional activities, maps, artists’ renderings, conceptual presentations or otherwise, made by Seller or Seller’s agents shall in any way be binding on Seller and will be of no force or effect unless expressly set forth in this Contract as to either the Condominium property or the Unit including, without limitation, the workmanship and materials. Purchaser represents that Purchaser has not relied on any verbal or written statements, published by or under the authority of Seller in any advertising or promotional matter including, but not limited to, brochures, newspapers, and radio or television advertising, but has based Purchaser’s decision to purchase on personal investigation, observation and review of the Condominium Documents. This paragraph shall survive the Closing contemplated herein and the delivery of the Deed to Purchaser.

B. Contract not Recordable; Persons Bound; and Notice: Neither this Contract nor any notice of it shall be recorded in any Public Records; to do so is a substantive breach of this Contract. Execution of this Contract shall not create any lien or lien right in favor of Purchaser, Purchaser hereby expressly waiving and relinquishing any such lien or lien rights. This Contract shall bind and inure to the benefit of the parties hereto and their successors in interest, heirs and assigns. Notice given by or to the attorney for either party pursuant to Section 19 will be as effective as if given by or to that party.

C. Invalidity: In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Contract.

D. Applicable Law: This Contract and all documents executed pursuant to it shall be interpreted, construed, applied, and enforced in accordance with and governed by the laws of the State of Florida, regardless of where executed, delivered, performable or breached, or the venue of any suit or other proceeding involving this Contract is instituted or pending, or whether the laws of the State of Florida otherwise would apply the laws of another jurisdiction.

E. Attorneys’ Fees and Costs: In connection with any alternative dispute resolution proceedings or litigation, including appellate proceedings, arising out of this Contract, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees and costs.

F. Captions: Captions of the paragraphs and subparagraphs of this Contract are for the convenience of reference only, are not to be considered a part hereof and will not limit nor otherwise affect any of the terms hereof.

G. Amendments: Neither this Contract nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

H. Indemnification: Indemnify means that the indemnitee will defend, indemnify and hold the indemnitee harmless from and against any and all claims, demands, losses, liabilities including strict liability, damages, injuries, and expenses, including attorneys’ fees for attorneys of the indemnitee’s choice, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the indemnitee by any person or entity or governmental agency for, with respect to, or as a direct result of the subject matter of the indemnity. The scope of any indemnity includes any costs and expenses, including reasonable attorneys’ fees incurred in defending any indemnified claim or in enforcing the indemnity or both. Any express indemnities contained in this Contract survive the Closing of the transaction contemplated herein.

I. Venue: Purchaser waives any and all privileges and rights which it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any comparable statute or administrative provision; and Purchaser further agrees that any legal action brought on this Contract shall be brought in the appropriate forum in Collier County, Florida.

J. No Liens: Prior to the Closing, Purchaser shall not place nor allow any lien to be placed on the Unit.

K. Waiver: The waiver of one or more defaults by any part to this Contract shall not be deemed a waiver of any subsequent default of that provision of this Contract or default under any other provision of this Contract. No waiver of the benefit of any provision of this Contract will be effective unless made in writing, signed by the part to be charged; and no such waiver is a waiver of any future event, unless it expressly so states.
L. **Sales Activities:** Purchaser acknowledges that Seller or a company or other entity affiliated with Seller shall have the right to utilize all of the common elements of the Condominium, all Community Association property (including roadways and recreational facilities) and any models and/or sales office located or to be located in the Community, and/or the Condominium in connection with the sale or lease of dwelling units in this or in other projects or developments in the Community.

M. **Payment by Broker:** By the execution hereof, Purchaser directs Broker to pay to Seller all monies received under this Contract by Broker prior to or at the Closing.

N. **No Speculation:** Purchaser acknowledges that the Unit is being purchased as a principal or secondary residence of Purchaser and not for speculation.

O. **Purchaser Representations:** Purchaser acknowledges and agrees that the representations made to Seller hereunder are a material inducement to Seller to enter into this Contract and that such representations shall survive the Closing.

P. **Counterparts:** Subject to the terms of Section 49, this Contract may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Q. **Gender:** The use of the singular includes the plural, the use of the male includes female and neuter and vise versa.

R. **Intentionally Omitted.**

S. **Construction:** This Contract and all related documents, including, without limitation, the Deed, will not be construed more strongly against any party regardless of who was more responsible for its preparation.

T. **Survival:** All terms, conditions, covenants and agreements contained in this Contract, if the fulfillment of their purpose(s) require(s), shall survive the Closing and be binding on Seller and Purchaser and any subsequent purchaser of the Unit.

U. **Conflict Regarding Unit Configuration, Size and Layout:** In the event that the configuration, size or layout of the Unit as depicted on any sales materials or brochures differs from or conflicts with the configuration, size or layout of the Unit as depicted on the Condominium Documents, the configuration, size and layout of the Unit as depicted on the Condominium Documents shall control.

V. **Change of Name of the Community:** The Community in which the Unit and the Condominium are to be located was created under the name "Sun City Center Ft. Myers." In January 2004, this name was changed to "Pelican Preserve." Any references in this Contract and in the attached exhibits to "Sun City Center Ft. Myers" shall be deemed to relate to and reference Pelican Preserve hereinafter. Buyer, by virtue of executing this Contract, acknowledges the change of the name of the Community and the attendant modifications in the names of documents and owners associations that have resulted.

W. **Resolution of Disputes:** BOTH PURCHASER AND SELLER AGREE THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS CONTRACT, EXCEPT CLAIMS OR CAUSES OF ACTION FOR SELLER'S FAILURE TO COMPLETE PURCHASER'S UNIT WITHIN THE TIME FRAME REQUIRED BY SECTION 9.A ABOVE, ARE HEARD IN ANY COURT PROCEEDING BY A JUDGE, AND NOT A JURY. PURCHASER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CONTRACT, THE DOCUMENTS INCORPORATED HEREBY BY REFERENCE (INCLUDING, WITHOUT LIMITATION, THE COMMUNITY DECLARATION, TOWN CENTER DECLARATION, AND CONDOMINIUM DECLARATION), ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. THIS IS A NEGOTIATED AND BARGAINED FOR PROVISION OF THIS CONTRACT AND SELLER HEREBY SUGGESTS THAT PURCHASER CONTACT AN ATTORNEY IF PURCHASER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS CONTRACT. THIS PROVISION SHALL SURVIVE CLOSING AND TITLE DELIVERY OF THE DEED. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN AFFORDED AMPLE TIME TO HAVE AN ATTORNEY REVIEW THIS CONTRACT PRIOR TO EXECUTION HEREOF BY PURCHASER AND IS SATISFIED WITH THE TERMS HEREOF.

X. **ELECTRIC TRANSMISSION LINES:** The Condominium will be served by electric transmission lines. Electric transmission lines cause electric fields and magnetic fields, commonly referred to as electromagnetic fields ("EMFs"). Seller does not own the electric transmission lines, and has no control over the operation of the lines, the flow of electricity, the location of the lines or the EMFs they cause. The
potential health risks, if any, from EMFs are unknown and Seller disclaims all representations concerning the electric transmission lines, EMFs and health risks. PURCHASER WAIVES ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND AGAINST SELLER FOR DAMAGES, LOSS OR EXPENSE INCURRED AS A RESULT OF EMFs.

Y. STREETLIGHTS, ELECTRICAL FACILITIES, UTILITY PEDESTALS, ETC. Streetlights, telephone facilities, cable television facilities, electrical facilities, utility pedestals and transformers are generally installed by utility companies. Seller makes no representations as to the final location of such facilities or the timing of the installation of such facilities.

Z. SERVICE & DESIGN CONTRACTS FOR THE COMMUNITY. Purchaser acknowledges and agrees that Seller may enter into or may have already entered into agreements with utility providers, cable providers, security system providers, interior design providers or other service providers to provide services to the residents of the Community. Said agreements may require Purchaser to use said provider and may provide for fees to be paid from the provider directly to Seller that may or may not be billed to the Purchaser.

AA. NEW HOME DESIGNS, TYPES, LOCATION AND PRICES. Purchaser acknowledges that Seller has reserved the right to determine which home designs and/or types will be constructed at all locations owned by Seller and to re-establish the prices of all other homes, past, present, and future, constructed by Seller in the Community and any other location. No change in design, type, location or price of any other residence shall have any affect on the terms and conditions of this Contract and Seller shall have no obligation to amend this Contract or modify the Unit based upon any factor or condition or any other home constructed by Seller in the Community or elsewhere.

BB. ANTI-TERRORISM. By execution of this Contract, Purchaser represents and warrants that (i) Purchaser is not listed on the Specially Designated Nationals (SDN) List; (ii) Purchaser is not an entity that Seller is prohibited from doing business with under Anti-Terrorism Laws; (iii) Purchaser will not violate anti-terrorism laws; and (iv) Purchaser will not do business with any entity that will violate anti-terrorism laws. Purchaser certifies such compliance with this anti-terrorism clause and anti-terrorism laws and that the Purchaser will indemnify Seller in the event that Purchaser violates any such anti-terrorism clause or anti-terrorism laws. This Section shall survive Closing and delivery of the Deed.

31. U.S. MAIL DELIVERY & PICK-UP. Purchaser acknowledges that the local branch of the U.S. Postal Service that services the Community ("Post Office") has sole discretion as to whether mail pick-up and delivery services to the residences in the neighborhood where the Unit is located will be provided. If the Post Office decides not to provide mail pick-up and delivery services to the Unit Purchaser desires mail service, Purchaser shall be required to make arrangements for mail service somewhere other than the Unit at Purchaser’s sole cost and expense.

32. COMMUNITY ASSOCIATION AND CONDOMINIUM ASSOCIATION: By purchasing the Condominium, Purchaser automatically becomes a member of the Community Association and the Condominium Association. The Community Association manages the gatehouse and the common areas of the Community and is responsible for maintenance of the private streets and walkways located within the Community and all other common areas located within the Community. For further information regarding common areas, Purchaser should refer to the text of the Community Declaration and the Condominium Declaration. Purchaser will have no rights or privileges of membership in either of these Associations until after the Closing, unless expressly authorized in writing by Seller. Purchaser acknowledges and understands that Purchaser will be required to pay assessments to the associations described above, and that in the event Purchaser defaults in payment of the assessments, such entity will have a lien on Purchaser’s Condominium, which lien may be foreclosed in the manner prescribed by law for the foreclosure of mortgages. The Homeowner’s Association Disclosure Form required by Section 720.401, Florida Statutes, to be executed by Purchaser is attached hereto as Exhibit “D” and incorporated herein by this reference. PURCHASER SHOULD NOT EXECUTE THIS CONTRACT UNTIL PURCHASER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES. This provision shall survive the Closing and the execution and delivery of the Deed.

33. TOWN CENTER: In addition to membership in the Community Association and in the Condominium Association, Purchaser understands and acknowledges that a membership in the Town Center will automatically be assigned to each lot or unit in Pelican Preserve (f/k/a Sun City Center Ft. Myers) upon Purchaser receiving title to a lot or unit within Pelican Preserve. This mandatory membership shall entitle Purchaser to use the Town Center facilities in accordance with the Town Center Declaration to be recorded in the public records of Lee County, Florida, which may be amended from time to time, and the Rules and Regulations for the Town Center, upon payment of the Town Center Fees and Charges as described in the Town Center Declaration. The current charges pertaining to this Town Center membership are set forth on the schedule of Annual Fees and Assessments made a part of this Contract. Membership in the Community Association and the Condominium Association does not include any rights of use of the Town Center. The owner of the Town Center has the right, in its sole discretion, to permit individuals other than Community owners to utilize the Town Center, as provided further in the Town Center Declaration. The use of the Town Center may result in an increase in the number of persons using the roads and the parking facilities of the Community. The owner of the Town Center shall have the right to provide from time to time rules and regulations governing the use and operation of the Town Center. The initial Town Center facilities proposed
are a theatre, social hall, café-library, classrooms and administrative area. The Town Center owner reserves the right to change, delete or add to the proposed facilities as it deems appropriate. Purchasers should refer to the Town Center Declaration for additional information concerning the Town Center facilities. Purchaser understands and acknowledges that failure to pay the Town Center Fees and Charges when due could cause the Town Center to record a lien on the unit and to foreclose such lien.

34. **FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND**: The following disclosure is required by Section 489.1425, Florida Statutes:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 1940 NORTH MONROE STREET, TALLAHASSEE, FLORIDA 32399 AND PHONE: 850.487.1395

35. **AGE-RESTRICTED COMMUNITY**: Purchaser acknowledges that the Community is an age-restricted community and each unit in the Condominium, as well as each home in the Community, shall be occupied in accordance with the age restrictions contained in the Community Declaration, and by virtue of taking title to a unit, consents to and agrees to comply with the provisions of the Community Declaration, including, but not limited to, the age restriction provisions therein.

36. **CABLE SERVICE AGREEMENT**: Purchaser acknowledges that the Seller or Seller’s parent corporation, has entered into an agreement to provide cable service to the neighborhood known as Viadana at Pelican Preserve, A Condominium. Seller hereby gives notice that one of Seller’s affiliated companies has an ownership interest in Gateway/Jones Communications Services, Inc. and will receive revenues as a result of said ownership interest. Also, the Seller, or one of its affiliates, may become the sole supplier of cable services to the Property and accordingly will receive revenues resulting from the supply of said service. The terms of the above-referenced cable agreement are applicable to the Unit.

37. **PEOPLES GAS AGREEMENT**: Purchaser acknowledges that Seller or Seller’s parent corporation, has entered into a Developer Agreement (Natural Gas) (the “Developer Agreement”) and a Redesign Agreement (the “Redesign Agreement”) with Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, a natural gas provider. The Developer Agreement provides for Peoples Gas to install natural gas distribution systems in residential projects throughout Seller or Seller’s parent corporation’s residential projects in the State of Florida including this Condominium. The Developer Agreement further provides for Peoples Gas to make certain energy conservation allowance payments to Seller or Seller’s parent corporation, as the case may be, in accordance with Peoples Gas’ tariff approved by the Florida Public Service Commission for those residences qualifying under the conservation program. The Redesign Agreement provides for Peoples Gas to reimburse Seller or Seller’s parent corporation, as the case may be, for a portion of certain costs associated with the redesign of existing residential plans and specifications to accommodate gas appliances.

38. **PROXIMITY TO GOLF COURSE; ASSUMPTION OF RISK AND INDEMNIFICATION**: Purchaser acknowledges that the Unit may be located adjacent or close to a Golf Course and Golf Course Facilities (the “Golf Course”). Membership in the Community Association and the Neighborhood Association does not include membership in the Golf Course. Purchaser is aware that owning or occupying property adjacent or close to a golf course, as in the case of the Unit, if applicable, involves certain risks which may affect the use and enjoyment of the Unit. Purchaser acknowledges that such risks may include, but are not limited to, golf balls being hit into Purchaser’s Unit and/or any common areas, if any, with the potential of causing bodily injury or damage to property. Additionally Purchaser acknowledges that herbicides, pesticides, and other chemicals may be used from time to time on the golf course for care and maintenance of the golf Course. Purchaser hereby expressly assumes such risks and agrees that neither Seller nor any entity designing, constructing, owning or managing the golf course will be liable to Purchaser or any invitee, tenants, licensees, guests, or family, of Purchaser claiming any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to any extent to the proximity of the Unit or the any common area to the golf course and its operation as such. This release of liability will apply, without limitation, to any such claim arising in whole or in part from the negligence of Seller or any other entity designing, constructing, managing or owning the golf course. Purchaser agrees to indemnify and hold harmless Seller and any other entity designing, constructing, managing or owning the golf course against all claims by Purchaser’s invitees, licensees, guests or family with respect to any claims above described. Nothing in this Section will restrict or limit the right of Seller or any entity owning or managing the Golf Course to change the design and layout of the Golf Course, size and elevation of buildings and trees, bunkers, fairways, greens, and water bodies, from time to time, and such changes, if any, will not nullify, restrict or impair Purchaser’s covenants and obligations stated in this Section. Any such changes may diminish, obstruct or impair any view from the Unit, Lots, parcels and units, and any express or implied easements for view purposes or for the passage of light or air are hereby disclaimed. Purchaser acknowledges that Purchaser’s covenants contained in this Section are a material consideration to Seller in entering into this Contract and have been required by Seller as a condition of the sale of the Unit by Seller to Purchaser. The provisions of this Section will survive closing
and will inure to the benefit of Seller, its successors and assigns, and any entity designing, constructing, owning or managing the golf course, and their respective successors and assigns.

39. **CENTRAL IRRIGATION SYSTEM.** Purchaser understands that the Condominium is connected to a central irrigation system. Purchaser may not make any alterations or improvements to the Unit or the Condominium common elements that in any way affect the central irrigation system, or be allowed to "cap off" the main line of the central irrigation system that leads to the Unit or the Condominium common elements. Any damages to the Unit, any other unit or the Condominium common elements, resulting from a non-complying Purchaser’s failure to comply with the terms set forth herein and/or the Community Declaration and Declaration shall be the sole responsibility of such non-complying Purchaser, and Seller shall not be liable for the same.

Furthermore, Purchaser understands that if provided in the Community Declaration and the Declaration (if the nature of the Condominium so permits), an Owner may be permitted to install, without limitation, a private fence, patio, and/or screened enclosure ("Improvement") on the Unit upon the prior written approval of the Board as set forth in the Community Declaration. If a fence is approved to be installed, then a five (5) foot gate must also be installed. Before the Board approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Unit must be re-routed, if necessary, by a professional irrigation company. In order for the Board to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the Board at least ten (10) days before the Improvement installation setting forth that the effectiveness of the Condominium common element drainage system will not be affected by the re-routing of the irrigation system. Should Purchaser install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then the Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work to such Purchaser. Notwithstanding the foregoing, Purchaser shall be solely responsible for maintaining any inaccessible portion of the Unit at Purchaser’s sole expense.

40. **IRRIGATION SYSTEM.** The Condominium property is a part of an overall irrigation system developed by Seller to serve all of the residential and commercial properties in Pelican Preserve (f/k/a Sun City Center Ft. Myers). Such system may, but shall not necessarily, provide effluent or "gray water" in addition to waters derived from wells for the irrigation of the common elements and units (as applicable) as defined in the Declaration. Purchaser, by virtue of taking title to the Unit, agrees that the Community Association is the entity charged with the delivery of the irrigation waters to the Condominium property’s boundary and the Condominium Association is the entity charged with the operation and control of the irrigation system within the Condominium common elements and on the Unit (as applicable), but will be subject to allocation of irrigation waters by the Community Association, and that neither the Purchaser nor the Condominium Association shall have the right or ability to modify any portion of the irrigation system without the prior written consent of the Community Association.

41. **TREELINE AVENUE.** Treeline Avenue is currently constructed as a four (4) lane divided arterial county road. Treeline Avenue may be widened to six (6) lanes. Purchaser acknowledges that vehicular traffic and/or noise levels may increase due to the Treeline Avenue expansion.

42. **CERTIFICATION OF AGE.** Purchaser hereby certifies that the Unit is to be occupied by (the "Occupants"), and that at least one (1) of the Occupants is fifty-five (55) years of age or older (or if not 55 years of age or older, years of age).

Proof of age has been presented to Seller in the following form (IF MORE THAN ONE OCCUPANT IS OVER 55 YEARS OF AGE, ONLY ONE OF THE OCCUPANTS MUST PROVIDE PROOF OF AGE):

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<tr>
<th>Identification</th>
<th>Type of I.D.:</th>
<th>Date of Birth:</th>
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<th>State of Issuance:</th>
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<th>I.D. or License Number:</th>
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example, but without limitation, to: approve members and determine eligibility; reserve use rights for future purchasers within the Community; terminate any or all use privileges; change, eliminate or cease operating the Golf Club Facilities; transfer or sell any or all of the Golf Club Facilities or operation thereof to any other party (including, without limitation, a member-owned or equity club) and on any terms; limit the availability of use privileges and require the payment of a purchase price, membership contribution, initiation fee, initiation deposit, dues and/or other charges for use privileges.

44. DEVELOPMENT OF REGIONAL IMPACT. Purchaser acknowledges and understands that the Unit is situated within Pelican Preserve which is classified as a "development of regional impact" ("DRI") in accordance with Florida law, known as the Sun City Ft. Myers DRI, State DRI No. 9-9899-150, as amended, (the "DRI") and that the Unit being purchased by Purchaser is within the DRI. All DRI materials, including the DRI Development Order, are available for inspection by Pelican Preserve purchasers and property owners at Seller's business office, during normal business hours.

45. INCENTIVE PROGRAMS: At various times, Seller or its affiliates adopts incentive programs with its affiliated brokerage entity, Prudential Florida Realty under which the agents of such affiliated brokerage entity receive bonuses in addition to commissions for sales of lots or single family residences constructed by Seller or its affiliates or for sales of residences in condominiums constructed and/or developed by Seller or its affiliates, which may include the Lot, the Residence or the Unit, as applicable.

46. ACCESS MONITORING: The Condominium Association may maintain or support certain activities in the Condominium designed to make the area safer than it otherwise might be, but the Condominium Association is not obligated to do so. Neither Seller, the Condominium Association nor any other community organization or any predecessor, successor or any of them, or any of their affiliates, consultants, employees, officers, directors, agents, contractors or subcontractors, or their respective affiliates (collectively, the "Companies") (a) shall be held liable for any loss or damage because of a failure to provide adequate security or because of the ineffectiveness of security measures undertaken, (b) represents or warrants that any fire protection system, burglar alarm system or other security system designed by or installed according to guidelines established by any of them cannot be compromised or circumvented, or will prevent loss by fire, smoke, burglary, theft, hold-up, assault, or otherwise, or in all cases will provide the detection or protection for which the system is designed or intended or (c) makes any other representation or warranty, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar or other security system. Purchaser, on behalf of Purchaser and all tenants, guests and other invitees of Purchaser, acknowledges and agrees that the Companies are not insurers and each purchaser, occupant and invitee of any unit in the Condominium assumes all risks for loss or damage to persons, the Unit, contents of Unit or other property owned by any of them which might or could have been prevented by any device or system referred to in this Section, or its proper functioning. The provisions of this Section will survive the Closing.

A. NO REPRESENTATIONS; NO RELIANCE: No person, including any sales agent of WCI Realty, Inc. or any other real estate brokerage firm, is authorized to make any representations or to provide any information with regard to any of the matters contained in this Contract which are contrary to or in addition to the information contained in this Contract or in the applicable or related Declaration of Condominium, as amended. PURCHASER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE TO (OR, IF MADE, HAVE NOT BEEN RELIED UPON BY) PURCHASER BY ANY PERSON OR ENTITY AND FURTHER THAT PURCHASER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPER, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALESPERSONS, AGENTS, OFFICERS, EMPLOYEES, COOPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY SET FORTH HEREIN. PURCHASER HAS BASED PURCHASER’S DECISION TO PURCHASE THE LOT SOLELY ON PERSONAL INVESTIGATION, OBSERVATION AND THE CONDOMINIUM DOCUMENTS.

PURCHASER’S INITIALS: __________

47. LANDFILL SITE: Purchaser acknowledges that Waste Management, Inc. of Florida owns and operates the Gulf Coast Sanitary Landfill on State Road 82 East, Fort Myers, Florida, which landfill is situated adjacent to the northern and eastern property boundary of the Pelican Preserve community.

48. DEVELOPMENT DISTRICT ASSESSMENTS AND CHARGES: Purchaser understands and agrees that the Unit is subject to the governance by a uniform community development district, as defined in Chapter 190, Florida Statutes, known as the Gateway Services Community Development District (hereinafter the "District"). The District also governs the neighboring community known as Gateway and may, in the future, govern other properties. The District provides certain urban community development services and may impose and levy taxes or assessments, or both taxes and assessments to pay for, finance and provide such services. The District is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructures which may include without limitation: (1) water management and control lands within the District and the connection of some or any of such facilities with roads and bridges; (2) street lighting, roads and bridges; (3) potable and irrigation water distribution; (4) sewage collection; and (5) recreational facilities. The District imposes taxes and/or assessments on the Unit and Pelican Preserve through a special taxing district. These taxes pay the
construction, operation, and/or maintenance costs of certain public facilities within the District and are set annually by the governing board of the District. These taxes and assessments are in addition to county and all other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will likely appear on the annual real estate tax bill for each property owner within the District as a separate and distinct tax and will be payable directly to the Lee County Tax Collector. All taxes of the District shall constitute a lien upon those portions of Pelican Preserve owned by any owner within the boundaries of the District. The Condominium Association and Community Association assessments described herein do not constitute and are not to be confused with non-ad valorem assessments levied by the District. The District has the power to issue any types of bonds permitted by Chapter 190, Florida Statutes. Purchaser acknowledges that the Unit is within the jurisdiction of the District and that special assessments have been imposed by the District within Pelican Preserve (including the Unit). PURCHASER AGREES, BY ACCEPTANCE OF A DEED CONVEYING TITLE TO THE UNIT, TO PAY ANY AND ALL FEES, RATES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE DISTRICT WITH RESPECT TO THE UNIT AND TO ABIDE BY THE DISTRICT’S RULES AND REGULATIONS, AS SUCH MAY BE AMENDED FROM TIME TO TIME. A summary of the estimated District fees and assessments is contained in Exhibit “F” to the Residence Purchase Contract.

49. ACCEPTANCE AND EXECUTION OF CONTRACT:

A. By Purchaser: This Contract, as executed by Purchaser and delivered to Seller, together with the delivery of the Initial Deposit to the Escrow Agent, constitutes Purchaser’s offer to purchase the Unit. Purchaser’s offer shall only be accepted by Seller’s execution of this Contract. On or before the ______ day of _______ 201___, Purchaser must (i) sign and deliver this Contract to Seller and (ii) pay the Initial Deposit to the Escrow Agent. Purchaser must provide actual original executed documents to Seller in all circumstances, and notwithstanding any provision in the Contract to the contrary, the electronic transmission of an executed document by Purchaser to Seller will be ineffective. Purchaser’s delivery of an executed document to Seller will be effective (a) when delivered in fact to Seller, if a receipt for that delivery is obtained; (b) when delivered to and receipted for by a recognized air courier service (i.e., FedEx, UPS, or DHL); (c) when deposited in the United States mail with adequate postage prepaid and sent by certified mail, return receipt requested; or (d) when delivered by electronic transmission. Electronic transmission via facsimile will be deemed delivered to Purchaser if transmitted to the facsimile number shown on page 1 of this Contract (or to such other facsimile number designated by Purchaser in writing to Seller) by a facsimile machine capable of producing a confirmation of receipt. Electronic transmission via email shall be deemed delivered when sent by Seller to Purchaser’s email address as shown on page 1 of this Contract (or to such other email address designated by Purchaser in writing to Seller), as confirmed by a hard copy of Seller’s email transmitting said document to Purchaser. Delivery via electronic transmission is effective irrespective of whether the Purchaser actually opens or reads the electronic transmission. Seller’s electronically transmitted document will be deemed an original.

B. By Seller: Notwithstanding any provision in the Contract to the contrary, upon execution of this Contract or any addendum or amendment thereto, Seller’s delivery of an executed document to Purchaser will be effective (a) when delivered in fact to Purchaser, if a receipt for that delivery is obtained; (b) when delivered to and receipted for by a recognized air courier service (i.e., FedEx, UPS, or DHL); (c) when deposited in the United States mail with adequate postage prepaid and sent by certified mail, return receipt requested; or (d) when delivered by electronic transmission. Electronic transmission via facsimile will be deemed delivered to Purchaser if transmitted to the facsimile number shown on page 1 of this Contract (or to such other facsimile number designated by Purchaser in writing to Seller) by a facsimile machine capable of producing a confirmation of receipt. Electronic transmission via email shall be deemed delivered when sent by Seller to Purchaser’s email address as shown on page 1 of this Contract (or to such other email address designated by Purchaser in writing to Seller), as confirmed by a hard copy of Seller’s email transmitting said document to Purchaser. Delivery via electronic transmission is effective irrespective of whether the Purchaser actually opens or reads the electronic transmission. Seller’s electronically transmitted document will be deemed an original.

50. PRIVACY DISCLOSURE STATEMENT: Seller has provided the privacy disclosure statement attached hereto as Exhibit “G” and incorporated herein by this reference, and Purchaser, by execution of this Contract, acknowledges receipt of such disclosure.

51. CONSTRUCTION DEFECTS DISCLOSURE: The following notice is required by Section 558.005, Florida Statutes: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

52. HOMEOWNERS’ ASSOCIATION DISCLOSURE SUMMARY: Because the Unit is located in a community governed by a homeowners’ association, the provisions of Section 720.401, Florida Statutes, require that, before Purchaser signs this Contract, Seller provide Purchaser the Homeowners’ Association Disclosure Summary. The Homeowners’ Association Disclosure Summary required by Section 720.401, Florida Statutes, to be executed by Purchaser is a part of the Exhibit “D” attached hereto and incorporated herein by reference. Purchaser understands and accepts the responsibility to pay all association assessments levied against the Unit.

PURCHASER SHOULD NOT EXECUTE THIS CONTRACT UNTIL PURCHASER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES.

Pursuant to Section 720.401(1)(b), Florida Statutes, the following disclosure is hereby provided:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS
CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER’S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER’S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER’S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

[TEXT CONTINUES ON FOLLOWING PAGE]
RESCISSION STATEMENT:

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIVED BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

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

SELLER: WCI COMMUNITIES, LLC, a Delaware limited liability company

By: __________________________   __________________________________
Name: __________________________
Title: __________________________

Date signed by Seller: ______________

Purchaser(S):

By: __________________________
Name: __________________________
Title: __________________________

Date signed by Purchaser: ______________
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>“A”</td>
<td>Real Property Sales Disclosure Statement</td>
</tr>
<tr>
<td>“B”</td>
<td>Affiliated Business Arrangement Disclosure Statement Notice</td>
</tr>
<tr>
<td>“C”</td>
<td>Florida Building Energy-Efficiency Rating System</td>
</tr>
<tr>
<td>“D”</td>
<td>Homeowners’ Association Disclosure Form</td>
</tr>
<tr>
<td>“E”</td>
<td>Statement by Purchaser Concerning Use of Pelican Preserve Golf Club Facilities at Pelican Preserve and Gateway</td>
</tr>
<tr>
<td>“F”</td>
<td>Annual Fees and Assessments (Pelican Preserve)</td>
</tr>
<tr>
<td>“G”</td>
<td>Privacy Disclosure Statement</td>
</tr>
</tbody>
</table>
EXHIBIT “A”

VIADANA AT PELICAN PRESERVE, A CONDOMINIUM
REAL PROPERTY SALES DISCLOSURE ADDENDUM

This Real Property Sales Disclosure Addendum (this “Addendum”) is executed in connection with and, by this reference, incorporated into the Residence Purchase Contract (the “Contract”) dated as of __________________ by and between ___________________ (collectively, “Purchaser”), and WCI Communities, LLC, a Delaware limited liability company (“Seller”), respecting condominium unit # _________ (the unit and the undivided share of condominium common elements appurtenant thereto are hereinafter collectively the “Unit”), in Viadana at Pelican Preserve, A Condominium, pursuant to Declaration of Condominium for Viadana at Pelican Preserve, A Condominium, as recorded in the Public Records of Lee County, Florida.

1. DEFINED TERMS:

All initially capitalized terms not defined herein shall have the meanings set forth in the Contract.

2. TYPES OF CLOSING COSTS:

In addition to the charges identified in Section 8 of the Contract, at such time as the purchase of the Unit is closed, Purchaser shall be required to pay certain Closing Costs. Listed below are the major types of Closing Costs likely to be incurred in connection with the transaction and the amounts CURRENTLY payable in connection with certain of such items. SUCH AMOUNTS ARE SUBJECT TO CHANGE WITHOUT NOTICE. If Purchaser obtains mortgage loan financing, the lender will provide Purchaser with Closing Cost estimates related to the financing.

2.1. Closing Costs that Purchaser shall have to pay whether or not mortgage financing is obtained:

   2.1.1. Owner’s title insurance policy, title search fee, title exam fee, governmental lien and permit search, if any & the settlement/closing services fee;
   2.1.2. Any endorsements to the owner’s title insurance policy (if desired);
   2.1.3. Courier/Document Delivery fees;
   2.1.4. Mailbox reimbursement to Seller, if applicable;
   2.1.5. Recording fee for the Deed;
   2.1.6. Documentary stamp taxes on the Deed;
   2.1.7. Purchaser’s attorneys fees if Purchaser elects to retain an attorney;
   2.1.8. Any financial obligations Purchaser incurs not provided for in the Contract;
   2.1.9. Ad valorem real property taxes (subject to proration in accordance with the terms of Section 8.J of the Contract) and other community development or improvement district assessments, if applicable;
   2.1.10. One-time Initial Capital Assessment for the Pelican Preserve Community Association, Inc. ($250.00 for FY 2013–2014);
   2.1.11. Annual Operating Assessment of the Pelican Preserve Community Association, Inc. ($680.00 for FY 2013–2014, and subject to increase in future years);
   2.1.12. Annual CDD Capital Assessment ($195.00 for FY 2013-2014);
   2.1.13. Annual CDD Operation and Maintenance ($736.97 for FY 2013-2014);
   2.1.14. Prorated quarterly installment of the annual assessment of the Viadana at Pelican Preserve Condominium Association, Inc. ($3,724.00 for FY 2013–2014, paid in equal quarterly installments of $931.00 and subject to increase in future years) as to Units in Buildings 12, 13, 14, 15, 16, 17, 18 and 19 ($4,372.00 for FY 2013-2014, paid in equal quarterly installments of $1,093.00 and subject to increase in future years);
   2.1.15. Town Center Expenses Fee ($928.00 plus applicable sales tax for fiscal year ending November 30, 2013, and subject to change from time to time pursuant to the Town Center Declaration); and
   2.1.16. Town Center Membership Fee ($1,100.00 plus applicable sales tax for fiscal year ending November 30, 2013, and subject to future increase pursuant to the Town Center Declaration).

2.2. Additional Closing Costs that Purchaser may have to pay if mortgage financing is obtained:

   2.2.1. Administrative fee, if applicable;
   2.2.2. Loan origination fee, if applicable;
   2.2.3. Document preparation fee;
   2.2.4. Appraisal fee;
   2.2.5. Credit report;
   2.2.6. Flood certification report fee;
   2.2.7. Inspection fee;
   2.2.8. Tax service fee;
   2.2.9. Mortgagee title insurance policy and endorsements thereto;
2.2.10. Accrued interest;
2.2.11. Loan discount fee;
2.2.12. Lender’s attorney’s fee;
2.2.13. Intangible tax on the promissory note;
2.2.14. Documentary stamps on the mortgage;
2.2.15. Fee to clerk of court for assignment of mortgage; and
2.2.16. Recording fee on the mortgage.

RECEIPT OF THE ABOVE ACKNOWLEDGED
THIS ______ DAY OF ____________________, 201_____.

Purchaser::
Purchaser:
EXHIBIT “B”

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: ___________________________ DATE: ___________________________
FROM: WCI Communities, LLC or one of its below-listed affiliates or subsidiaries
PROPERTY: ___________________________

The following information is provided to you in compliance with the disclosure requirement of Title 24 of the Code of Federal Regulations, Section 3500.15.

1. This is to give you notice that there is a business relationship between and among

- WCI Communities, LLC ("WCI")
- WCI Realty, Inc. ("WCI Realty")
- Watermark Realty Referral, Inc. ("Referral")
- Watermark Realty, Inc. Berkshire Hathaway HomeServices Florida Realty d/b/a BHHS (collectively "Realty") and Florida Title & Guarantee ("FTG")

The nature of this business relationship is that WCI holds an ownership interest in WCI Realty, Referral, Realty and FTG. Because of these relationships, any referral may provide WCI, WCI Realty, Referral, Realty and/or FTG a financial or other benefit.

Set forth below is the estimated charge or range of charges for the various settlement services that may be provided by FTG, WCI Realty, Referral, and/or Realty, or for services provided by unaffiliated third parties in connection with the services provided by these companies. YOU ARE NOT REQUIRED TO USE THE LISTED PROVIDERS AS A CONDITION FOR THE PURCHASE, SALE OR FINANCING OF THE SUBJECT PROPERTY. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

A. Set forth below is the estimated charge or range of charges by FTG for the settlement services listed:

<table>
<thead>
<tr>
<th>Settlement Service</th>
<th>Charge or Range of Charges (depending on the County in which the Residence is located)</th>
<th>Where Charge is Shown on the HUD-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's title insurance policy</td>
<td>The rate promulgated by the Florida Financial Services Commission</td>
<td>Line 1103</td>
</tr>
<tr>
<td>Simultaneously-issued mortgagee's title insurance</td>
<td>$25 - $300</td>
<td>Lines 1101 and 1104</td>
</tr>
<tr>
<td>premium paid to insurer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee For Title Search</td>
<td>$25 - $150(1)</td>
<td>Line 1101</td>
</tr>
<tr>
<td>Fee for Closing Services</td>
<td>$185 - $1,000(2)</td>
<td>Line 1101 or Lines 1101 and 1102</td>
</tr>
<tr>
<td>Endorsements to owner’s title insurance policy and/or</td>
<td>$35.00 to 10% of the rate charged for the Owner’s title insurance policy (3)</td>
<td>If endorsement to Owner’s Policy: Line 1103; if Endorsement to Loan Policy: Lines 1101 and 1104</td>
</tr>
<tr>
<td>mortgagee’s title insurance policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document Delivery Fees</td>
<td>$5.00 - $75.00 (4)</td>
<td>Line 1101</td>
</tr>
</tbody>
</table>

(1) Charge for title search depends on the property being purchased and the County in which the property is located.
(2) Charge for closing services depends on the nature of the closing services provided, the amount of closing services needed and the County in which the property is located.
(3) Charge for endorsement includes FTG’s fee for services in connection with issuance of endorsement.
(4) Charge per document delivery related to delivering documents to (a) lenders financing the subject transaction; and/or (b) current lender’s or other creditor’s payoff or payment; and/or (c) purchasers or purchaser’s representative, as the case may be, for closing by mail.

B. In connection with providing real estate brokerage services, WCI Realty, Referral and/or Realty may receive a referral commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry); however, this will not affect the amount you pay to purchase or sell a property.

Legal/nms/RESPA/ Affiliated business arrangement disc WCI Rev’d 12-11-12
Exhibit “B”
Page 1 of 2
2. WCI does not have a direct or indirect ownership in any mortgage service provider, however, WCI’s affiliate, Realty (as defined above), receives earnings via a Marketing Agreement with Wells Fargo Bank, N.A. regarding Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A. YOU ARE NOT REQUIRED TO USE WELLS FARGO HOME MORTGAGE AS A CONDITION FOR PURCHASE OR SALE OF THE SUBJECT PROPERTY.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that WCI or one of its affiliates identified in the second paragraph of this Notice is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

(Purchaser)  (Purchaser)
Date: __________________________  Date: __________________________


EXHIBIT “D”

HOMEOWNERS’ ASSOCIATION DISCLOSURE SUMMARY
FOR
PELICAN PRESERVE COMMUNITY ASSOCIATION, INC.
2013–2014

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS’ ASSOCIATION.

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

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATIONS. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. THE ASSESSMENTS INCLUDE INITIAL CAPITAL ASSESSMENTS, ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS BUT DO NOT CONSTITUTE, AND ARE NOT TO BE CONFUSED WITH, NON-AD VALOREM ASSESSMENTS LEVIED BY ANY LOCAL GOVERNMENT WITHIN WHOSE JURISDICTION AND BOUNDARIES THE UNIT BEING THE SUBJECT OF THIS CONTRACT IS LOCATED. THE ASSESSMENTS ARE AS FOLLOWS FOR 2013–2014:

PELICAN PRESERVE COMMUNITY ASSOCIATION, INC. (F/K/A SUN CITY CENTER FT. MYERS COMMUNITY ASSOCIATION, INC.)

INITIAL CAPITAL ASSESSMENT $250.00
ANNUAL ASSESSMENT $680.00 (PAYABLE IN QUARTERLY INSTALLMENTS OF $170.00)

THE ANNUAL COMMUNITY ASSOCIATION ASSESSMENT INCLUDES CERTAIN MONIES FOR MAINTENANCE COST RELATED TO IMPROVEMENTS PROPOSED TO BE CONVEYED AND OWNED BY THE DISTRICT AND SUBJECT TO THE PROPOSED MAINTENANCE AGREEMENT BETWEEN THE DISTRICT AND PELICAN PRESERVE COMMUNITY ASSOCIATION, INC. (F/K/A SUN CITY CENTER FT. MYERS COMMUNITY ASSOCIATION, INC.). IN THE EVENT THE MAINTENANCE AGREEMENT IS NOT CONSUMMATED, THE DISTRICT WILL BE RESPONSIBLE FOR SAID MAINTENANCE COST, WHICH WILL DECREASE THE ANNUAL COMMUNITY ASSOCIATION ASSESSMENT, AND INCREASE THE DISTRICT OPERATIONS AND MAINTENANCE ASSESSMENT.

THERE ARE NO OUTSTANDING SPECIAL ASSESSMENTS FOR THE ASSOCIATION(S) AS OF THE DATE OF THIS DISCLOSURE.

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

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS’ ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS’ ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS $[N/A] PER [N/A].

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

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COMMUNITY DECLARATION FOR PELICAN PRESERVE (F/K/A THE COMMUNITY DECLARATION FOR SUN CITY CENTER FT. MYERS) AND THE CONDOMINIUM DECLARATION, WHICH DOCUMENTS ARE DESCRIBED IN THE CONTRACT, BEFORE PURCHASING PROPERTY.

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

10. THE FOLLOWING DISCLOSURE IS PROVIDED IN ACCORDANCE WITH SECTION 689.261, FLORIDA STATUTES:

PROPERTY TAX DISCLOSURE SUMMARY
BUYER SHOULD NOT RELY ON THE SELLER’S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY
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.

11. ASSOCIATION/CLUB DELINQUENCY. DUE TO CONTINUING DIFFICULT ECONOMIC CONDITIONS, THERE HAS BEEN AN INCREASE IN THE NUMBER OF DELINQUENCIES WITH RESPECT TO THE PAYMENT OF ASSOCIATION ASSESSMENTS AND CLUB DUES/FEES BY HOMEOWNERS AND CLUB MEMBERS IN COMMUNITIES WITH WCI-OWNED OR -CONTROLLED ASSOCIATIONS (“WCI ASSOCIATIONS”) AND/OR CLUBS (“CLUBS”) IN THE STATE OF FLORIDA (“COMMUNITIES”), INCLUDING THE COMMUNITY. THIS HAS RESULTED IN SHORTFALLS IN SOME WCI ASSOCIATIONS’ AND CLUBS’ REVENUES. ASSOCIATION ASSESSMENTS (AND, IF THE COMMUNITY HAS A CLUB(S), CLUB DUES/FEES) IN THE COMMUNITY COULD INCREASE IN THE FUTURE DUE TO A RISE IN DELINQUENT HOMEOWNER ASSESSMENTS (AND IF APPLICABLE, DELINQUENT CLUB MEMBER DUES/FEES), THE NEED FOR ENFORCEMENT ACTIONS (LIENS AND FORECLOSURES, TOGETHER WITH THE RELATED COLLECTION EXPENSES AND LEGAL COSTS INCURRED), AND ANY INCREASE FOR BAD DEBT RESERVES IN THE ASSOCIATION’S BUDGETS, (AND IF APPLICABLE, THE CLUB’S BUDGETS). IN ADDITION TO THE FOREGOING, THERE CAN BE NO ASSURANCE OR GUARANTEE WHATSOEVER THAT THE SELLER (I) IF CURRENTLY DEFICIT FUNDING, WILL CONTINUE DEFICIT FUNDING THE ASSOCIATION AND/OR THE CLUB(S) IN THE COMMUNITY AT HISTORICAL LEVELS, OR (II) WILL FUND SUCH DEFICITS AT ANY LEVEL AT ALL.

PURCHASER AGREES THAT PURCHASER SHALL INCLUDE THE LIKELY FUTURE INCREASES IN THE ASSOCIATION ASSESSMENTS (AND CLUB DUES/FEES, IF APPLICABLE) AND OTHER AMOUNTS DESCRIBED ABOVE IN PURCHASER’S DECISION TO PURCHASE THE RESIDENCE IN THE COMMUNITY. PURCHASER AGREES TO HOLD THE SELLER AND WATERMARK REALTY, INC. (D/B/A PRUDENTIAL FLORIDA REALTY AND D/B/A FLORIDA TITLE & GUARANTEE) AND THEIR RESPECTIVE SUBSIDIARIES, PARENT ENTITIES AND AFFILIATES, AND ALL OF THEIR RESPECTIVE PAST, PRESENT, AND FUTURE DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, SALES ASSOCIATES, REPRESENTATIVES, HARMLESS FROM ANY AND ALL CLAIMS OR LOSSES OF ANY KIND IN ANY WAY RELATED TO THE MATTERS DESCRIBED HEREIN.

12. PURCHASER(S) HEREBY ACKNOWLEDGE THAT HE/SHE/THEY HAVE BEEN PRESENTED WITH THIS DISCLOSURE SUMMARY PRIOR TO EXECUTING THE RESIDENCE PURCHASE CONTRACT.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY PURCHASER BY DELIVERING TO SELLER OR SELLER’S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE PURCHASER’S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER’S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

PURCHASER(S)

Dated: ___________________________ ___________________________

Dated: ___________________________ ___________________________
EXHIBIT “E”
STATEMENT BY PURCHASER
CONCERNING USE OF PELICAN PRESERVE GOLF CLUB FACILITIES
AT PELICAN PRESERVE

The undersigned,  , the purchaser (“Purchaser”) of that certain property located in the development known as Pelican Preserve in Lee County, Florida, described as Unit # in Viadana at Pelican Preserve, A Condominium (the “Property”), hereby acknowledge(s), understand(s) and agree(s) as follows:

(a) Neither memberships nor use rights in and to the Pelican Preserve Golf Club Facilities (or any other golf club facilities that may be constructed within the Community in the future) are being conveyed to the Purchaser.

(b) Purchaser may arrange for the use of the Pelican Preserve Golf Club Facilities, if at all, only through the Pelican Preserve Golf Club, in accordance with the Golf Club Rules and Regulations and other written materials published by the Pelican Preserve Golf Club from time to time which govern the use and operation of the Pelican Preserve Golf Club Facilities (the “Rules”), which may be amended from time to time in the sole discretion of the Pelican Preserve Golf Club without notice to Purchaser.

(c) Users of the Pelican Preserve Golf Club Facilities have only a revocable license to use the Pelican Preserve Golf Club Facilities subject to the terms, conditions and limitations as imposed by the Pelican Preserve Golf Club.

(d) The Pelican Preserve Golf Club has the right to determine in its sole discretion from time to time how and by whom they shall be used, if at all.

(e) The Pelican Preserve Golf Club shall have the right, by way of example, but without limitation, to approve members and determine eligibility, reserve use rights for future purchasers within Pelican Preserve, terminate any or all use privileges, change, eliminate or cease operating the Pelican Preserve Golf Club Facilities, transfer or sell any or all of the Pelican Preserve Golf Club Facilities or operation thereof to any other party (including without limitation a member-owned or equity club) and on any terms, limit the availability of use privileges and require the payment of a purchase price, membership contribution, initiation deposit, dues and/or other charges for use privileges.

(f) By purchasing any property in Pelican Preserve or by being a member of any property owners' association, Purchaser does not acquire any right, license or easement, prescriptive or otherwise, to use any of the Pelican Preserve Golf Club Facilities, or such other golf club facilities that may be established within the Community, nor does the undersigned acquire any equity or ownership interest nor membership interest in the Pelican Preserve Golf Club Facilities or in such other golf club facilities that may be established within Pelican Preserve.

(g) NO PERSON, INCLUDING ANY SALES AGENT OR PERSONNEL OF SELLER OR ANY OTHER REAL ESTATE BROKERAGE FIRM, IS AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONTRARY OR IN ADDITION TO THOSE CONTAINED HEREIN OR IN THE DOCUMENT(S) REFERENCED HEREIN. THE UNDERSIGNED ACKNOWLEDGE(S) THAT NO REPRESENTATIONS HAVE BEEN MADE TO (OR IF MADE, HAVE NOT BEEN RELIED UPON BY) THE UNDERSIGNED BY ANY PERSON, ENTITY OR SALES PERSONNEL, REGARDING PELICAN PRESERVE GOLF CLUB FACILITIES THAT MAY BE ESTABLISHED WITHIN PELICAN PRESERVE, NOW OR IN THE FUTURE, OTHER THAN AS SET FORTH IN THE CONTRACT EXECUTED BY THE UNDERSIGNED, OR IN NEIGHBORHOOD DECLARATION, OR IN THE PELICAN PRESERVE GOLF CLUB RULES, AS AMENDED, FROM TIME TO TIME.

(h) Purchaser further understands and agrees that Purchaser may apply for a membership in the Pelican Preserve Golf Club, on such terms for membership as are in effect on the date of application for membership. There can be no assurance that memberships will be available. Memberships in the Pelican Preserve Golf Club are subject to availability.

(i) The terms of this Statement shall survive the Closing.

Dated: __________________________

Witnesses:

Print: __________________________

BY: __________________________

Print: __________________________

BY: __________________________
# Exhibit F

## Annual Fees and Assessments
(Sun City Center Ft. Myers/Pelican Preserve)

December 1, 2013–November 30, 2014

<table>
<thead>
<tr>
<th>Association Fees and Assessments (December 1, 2013–November 30, 2014)</th>
<th>Annual Assessments</th>
<th>Initial Capital Assessments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PELICAN PRESERVE COMMUNITY ASSOCIATION, INC.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial Capital Assessment (one-time payment collected at closing)</td>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td>Annual Assessment</td>
<td>$680.00</td>
<td></td>
</tr>
<tr>
<td><strong>VIADANA AT PELICAN PRESERVE CONDOMINIUM ASSOCIATION, INC.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Assessment</td>
<td>$3,724.00</td>
<td></td>
</tr>
<tr>
<td>Annual Assessment as to Units in Buildings 12, 13, 14, 15, 16, 17, 18 and 19</td>
<td>$4,372.00</td>
<td></td>
</tr>
<tr>
<td><strong>B. TOWN CENTER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Center Membership Fee for FY ending November 30, 2014</td>
<td>$1,100.00</td>
<td></td>
</tr>
<tr>
<td>Town Center Expenses Fee for FY ending November 30, 2014</td>
<td>$928.00</td>
<td></td>
</tr>
<tr>
<td><strong>C. GATEWAY SERVICES DISTRICT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Annual Capital Assessment</td>
<td>$195.00</td>
<td></td>
</tr>
<tr>
<td>District Operations and Maintenance Assessment</td>
<td>$736.97</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL ASSESSMENTS AND FEES (ESTIMATED):</strong></td>
<td>$7,363.97</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL ASSESSMENTS AND FEES (ESTIMATED) as to Units in Buildings 12, 13, 14, 15, 16, 17, 18 and 19:</strong></td>
<td>$8,011.97</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL INITIAL CAPITAL ASSESSMENTS (ESTIMATED):</strong></td>
<td>$250.00</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned Purchaser(s) has/have received the above stated Schedule of Annual Fees and Assessments prior to signing the Contract for Purchase and Sale.

**Purchaser(s)**

Date: ___________________________  ___________________________

Date: ___________________________  ___________________________

---

1. There shall not be more than 3 Resident Users permitted with regard to a Home which will be permitted to use the Town Center Facilities as a result of payment of the Town Center Fees. 1 or 2 additional Resident Users shall be permitted per Home upon payment of additional fees as provided in Section 5.2 of the Town Center Declaration.

2. The Town Center Membership Fee and the Town Center Expenses Fee are each subject to future increase pursuant to Section 5.2 of the Town Center Declaration.

3. The Town Center fees for the fiscal year ending November 30, 2014.


5. Capital Assessment includes principle and interest.

6. Annual District Operations and Maintenance is estimated for the period of October 1, 2013, to September 30, 2014. Annual District Operations and maintenance varies annually. The District Assessment consists of overhead administrative expenses and maintenance cost related to proposed master water management (drainage) system. In the event the Maintenance Agreement referenced in footnote (1) above is not consummated, the District will be responsible for said maintenance cost, which will increase the District Operations and Maintenance Assessment. Fees shown are effective for the District’s fiscal year 2013–2014, which will appear on the Lee County November, 2013 real estate tax bill. The District establishes its operations and maintenance assessments annually in accordance with the procedures established in the Uniform Community Development District Act, Chapter 190, Florida Statutes. The Developer does not make any representations as to the amount of operations and maintenance assessments, which may be levied by the District.

7. Plus applicable sales tax.
EXHIBIT “G”

PRIVACY DISCLOSURE STATEMENT
(Updated March 2012)

The WCI Privacy Promise

WCI Communities respects the privacy of our customers. We keep our customers’ best interests at heart and place a high priority on protecting the Personal Information you provide.

WCI believes in communicating clearly with our customers.

This Privacy Promise is provided to assure you that all Personal Information provided to WCI or its Affiliates in the course of business transactions is disclosed only within WCI and to our Affiliates, Service Providers, and third parties as allowed or required by law. “Personal Information” is data and information which identifies or relates to you or your family members and which may not be publicly available. We do not sell any customer lists that contain your Personal Information. The policies and disclosures contained in this Privacy Promise may change over time, but we will communicate with you, as required by law, when any changes are made. This Privacy Promise replaces all previous notices or statements with respect to this subject, and cannot be modified orally by any of our representatives, employees or officers.

Sharing of Personal Information between Affiliates and with Strategic Partners.

WCI is made up of a number of companies (“Affiliates”). WCI may share with and between its Affiliates Personal Information you provide to WCI or any of its Affiliates. We also share Personal Information with our “Strategic Partners” - third parties that we have partnered with to share in the development or management of a community, residential project, golf course, club or other project. Among our Strategic Partners are Audubon International, and multinational hotel chains and well known golfing and tennis professionals.

WCI and its Affiliates collect Personal Information for permissible business purposes to assist in meeting our customers’ needs.

We collect Personal Information about you for many reasons and at a variety of different times. We collect this Personal Information so we can provide you with the services you want, make it possible for you to build, buy and insure your dream home, help you become a member of golf clubs and country clubs, and help you settle into and enjoy your new residence and your community. WCI also collects Personal Information for market research and product development so we can understand your needs as a home buyer.

Personal Information we collect comes to us in the following different ways:

- Personal Information you provide to us on registration cards and in your inquiries when you visit or call our sales centers;
- Personal Information you provide to us on applications and in your correspondence with us, or which we obtain from individuals or entities whose names you have provided us as references;
- Personal Information you provide manually and that our computer servers collect when you visit our web sites;
- Personal Information we collect during our relationship with you, as you purchase and finance your home, including Personal Information from your attorney;
- Personal Information from a report prepared by one of our Service Providers, as defined below, such as your credit history, which we need to make business decisions and to better serve your needs; and
- Personal Information that is publicly available, such as deeds or mortgages.

We may confirm Personal Information you provide us on applications and forms, or as a resident of one of our communities, with third parties, such as your bank, employer, present mortgage company or landlord, utility providers, government entities, credit agencies, and other businesses where you have an account or a credit card. The type of Personal Information we collect depends on the community you’re looking at or live in, or the services you’ve requested. If you visit our web site, our computer servers automatically log your IP address, the pages you click on and how long you spend there, and the web page you came from and go to next; we also save the data you type in if you want us to send you brochures or applications.

Non-Affiliates/Service Providers/Joint Marketing

Our Service Providers are third parties that are not affiliated with us and who perform services or functions on behalf of WCI or its Affiliates (such as accountants, attorneys, credit bureaus and banks). They assist us in servicing accounts, collecting fees and Personal Information from our customers, processing transactions, mailing documents to you, and managing records and our residential towers, clubs, associations and residential communities. They are asked to hold the Personal Information we provide to them in confidence, and use the Personal Information only to provide the services we’ve hired them to perform for us or for you. We may provide Personal Information about you to trusted companies when we jointly market our services to you. An example of this would be if a company wanted to provide high speed internet access in your high rise or community. We may disclose all of the Personal Information we collect, as described herein, to companies that perform marketing services on our behalf or to third parties with whom we have joint marketing agreements, so we can let you know about new products and services at our communities and clubs.

Other Circumstances:

We may disclose your Personal Information to credit bureaus and similar organizations, and to other third parties as permitted by law. For example, we may disclose your Personal Information in connection with a subpoena or other legal process, in an audit, or when we record your mortgage or deed in public records. Further, we may use your last name on a sign or plaque placed on the Homesite being purchased during the term of your Residence Purchase Contract stating that the Residence is your future home.

We give customers control over their Personal Information.

We provide you with access to your Personal Information in various ways, including statements and community mailings, and want you to make sure that the Personal Information we have about you is accurate and current. If you note that the Personal Information we have is incomplete, incorrect or not current, please call either your community manager(s) or the telephone number given on documentation that you have received from us. We will update or correct the error promptly. If you terminate your residence in our communities or otherwise end your customer relationship with us, this Policy will apply to Personal Information we collected while this Policy was in effect, unless we sent you a revised Policy during your time as our customer.

The examples listed in this Policy are illustrations, and are not all-inclusive. This Policy does not apply to Personal Information relating to partnerships, trusts or corporations.

2098532.21 Exhibit G-1