

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between , DiGiovanni Homes, LLC, a Florida limited liability company, hereinafter referred to as "Builder" whose contractor's license number is _____, and _____, whose mailing address is _____, whose telephone is _____, hereinafter referred to as the "Purchaser".

WITNESSETH:

WHEREAS, Purchaser is the owner of that certain property located in Pinellas County, Florida, more particularly Lot ____ Renaissance Oaks as recorded in Plat Book _____ page _____ Public Records Pinellas County, Florida, (the "Property"); and

WHEREAS, Purchaser desires to enter into an Agreement with the Builder in order to construct a single family residence as provided for herein and Builder desires to construct the same;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **CONSTRUCTION LIEN DISCLOSURE.** Builder is required to provide Purchaser with the following disclosure pursuant to section 713.015, Florida Statutes:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR

IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

2. CONSTRUCTION OF HOME.

(a) Builder agrees to construct the home in accordance with the standards set forth in Exhibit "A", attached hereto and made a part hereof (the "Standards"). The home shall not include any specification, feature or item not otherwise set forth in the Standards, unless otherwise mutually agreed upon in writing by the parties hereto. Purchaser agrees, when requested by Builder, to promptly make any color and optional item selections (such as, but not limited to, carpet, vinyl, tile and lighting fixtures) from choices provided by Builder. Any selection shall be final, unless the selection becomes unavailable to Builder, and Builder requests Purchaser to make an alternative selection.

(b) Builder expressly reserves the right to make changes to the Standards and to substitute building materials, appliances, equipment, fixtures, or other items, which may be necessitated by: (i) government agencies; (ii) job conditions; (iii) design; (iv) availability of materials, color or brand names due to any reason whatsoever; or (v) for any other reason(s) deemed necessary by Builder in Builder's sole discretion, provided however, that any of the aforementioned changes shall not materially diminish the size of the home and substitution shall be of equal or greater quality.

In addition to the above, Builder in Builder's sole discretion, in accordance with applicable building codes shall have the right to: (i) determine the ground elevation and location of the home on the Property and homes on neighboring home sites; (ii) reverse or modify the position of the home on the Property; (iii) remove trees and shrubbery from the Property and Builder will not otherwise be liable for any damage to trees or shrubbery not removed; and (iv) the location on the Property, or in the home or other improvements constructed thereon, with respect to the heating system, all plumbing lines and laundry trays, wiring and electrical systems, gas and electric meters and garage service doors.

(c) Since there are multiple construction techniques that are common to the homebuilding industry which address construction depending on differing site conditions, Builder reserves the right to utilize, in Builder's sole discretion, specific engineered construction techniques where appropriate.

(d) Builder makes no warranty, express or implied, as to the conformance of Purchaser's home or improvements on said Property to any model homes, floor plan, rendering, or any other example that Builder may use in Builder's advertising or promotional programs. Model home furnishings, decorator wall, floor coverings, window treatments, shrubbery, landscaping, displays, advertising, and promotional materials are for display and marketing purposes only and are not part of this Agreement. All representations of dimensions are approximate.

(e) Builder shall use its best efforts to Commence Construction ("Commence Construction" or "Commencement of Construction" shall hereinafter mean the date on which all necessary preliminary permits are granted by the applicable government agency having authority over the same authorizing construction of the home) within one hundred twenty (120) days of the date of this Agreement or the date on which Purchaser acquire(s) title to the Property, whichever is later. Builder shall use its best efforts to have Substantial Completion (defined as the date on which the certificate of occupancy is issued by the applicable local building authority, or when the home is otherwise habitable) occur within eighteen (18) months of when Commencement of Construction begins, provided, however, that Builder shall not be responsible for any delay caused by Acts of God, weather conditions, restrictions imposed by any governmental agency, labor strikes, material shortages, or other delays beyond the reasonable control of the Builder and if such aforesaid events shall occur, the date of Substantial Completion shall be extended accordingly. Nothing contained herein shall make Builder a guarantor of the date of Commencement of Construction or Substantial Completion and Builder shall have no liability to Purchaser in the event that the date of Commencement of Construction or Substantial Completion is not met as set forth herein.

(f) Prior to Substantial Completion, Purchaser shall inspect the home with the Builder or Builder's representative and shall complete a walk through list presented to him by Builder specifying any work to be corrected or repairs to be made. Any items designated on the walk through list agreed to be completed by Builder will not constitute grounds for delaying acceptance of possession or for withholding or escrowing any funds due hereunder.

(g) All extras and change order items requested by Purchaser shall be set forth in writing and are subject to the consent of the Builder, which consent may be withheld by Builder in its sole discretion. Purchaser agrees to pay Builder, in addition to any costs associated with authorized extras and change order items (including but not limited to labor and materials associated therewith), a non-refundable fee in the amount of One Hundred and 00/100 Dollars (\$100.00) for each extra or item so approved. Builder shall submit a bill to Purchaser with respect to all costs for extras and change order items and Purchaser shall promptly remit payment for the same. The non-refundable fee shall be paid to Builder at the time such extras or items are approved by the Builder. Such costs and fees set forth herein are exclusive of and not included in the Contract Price, hereinafter defined.

(h) Purchaser shall not communicate with or otherwise contact any subcontractor hired by Builder to assist in constructing the single family residence on the Property. Purchaser warrants that he will not himself or through an agent acting on behalf of Purchaser (except for Builder and those persons contracting with Builder) undertake any improvements to the Property until the closing of the transaction contemplated by this Agreement.

3. **CONTRACT PRICE.**

(a) **Contract Price.** Subject to the terms and conditions hereinafter provided, Purchaser shall pay to Builder to construct a home on the Property in conformance with the Standards, the sum of _____, plus any extras or modifications as shown in Exhibit "B", attached hereto and made a part hereof, such extras and modifications totaling _____ (collectively the "Contract Price"). Purchaser acknowledges that due to the fluidity and volatility of the costs associated with construction, including but not limited to labor, supplies and materials, the Contract Price may not accurately reflect Builder's costs, expenses and a reasonable profit and that as a material inducement for Builder to enter into this Agreement, Purchaser is willing to assume a portion of the risk for such increases in construction costs. If before Commencement of Construction, actual documented construction costs, including but not limited to labor, supplies and materials, have increased by an amount which exceeds the Contract Price by fifteen percent (15%) or less, then responsibility for payment of such cost increases shall be allocated as follows: (i) Builder shall be responsible for such cost increases which exceed the Contract Price by five percent (5%) or less; and (ii) Purchaser shall be responsible for such cost increases in excess of five percent (5%) of the Contract Price up to and including fifteen percent (15%) of the Contract Price. If actual documented construction costs before Commencement of Construction exceed the Contract Price by more than fifteen percent (15%), then Builder shall provide Purchaser written notice of the same (the "Substantial Cost Increase Letter"). In the event actual documented construction costs before Commencement of Construction exceed the Contract Price by more than fifteen percent (15%), then either party may cancel this Agreement by giving the other party written notice of their intent to cancel within twenty (20) days of the date of the Substantial Cost Increase Letter. If neither party exercises their right to cancel this Agreement within said twenty (20) day period then this Agreement shall remain in full force and effect and Purchaser shall assume total and complete responsibility for the payment of said cost increases in excess of fifteen (15%) of the Contract Price. Once Commencement of Construction has begun, Builder shall bear the costs for increases in said construction costs except for those costs associated with deviations from the Standards requested by Purchaser, extras or change order items made after Commencement of Construction and those cost increases before Commencement of Construction that are the responsibility of Purchaser as set forth above.

(b) **Progress Payments.** The Contract Price shall be paid to Builder by Purchaser in installments (the "Progress Payments") in accordance with the schedule set forth in Exhibit "C" attached hereto and made a part hereof.

(c) **Final Payment.** The final payment, constituting the entire unpaid balance of the Contract Price (the "Final Payment"), shall be made by the Purchaser to the Builder when the Builder has fully performed under this Agreement, except for items designated on the walk through list in accordance with Paragraph 2 CONSTRUCTION OF HOME. subparagraph (f).

4. **RADON GAS.** In accordance with the requirements of section 404.056(5), Florida Statutes, the following notice is hereby given:

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH DEPARTMENT.

5. **EFFICIENCY RATING DISCLOSURE.** As provided in sections 553.9085 and 553.996, Florida Statutes, prospective purchasers of real property with a building for occupancy located thereon may have the building's energy efficiency rating determined.

6. **ENTRY.** PURCHASER WILL NOT ENTER ONTO THE PROPERTY OR ANY IMPROVEMENT THEREON, INCLUDING THE HOME, UNLESS CONSENTED TO BY THE BUILDER/DEVELOPER. ANY ENTRY ONTO THE PROPERTY OR ANY IMPROVEMENT THEREON PRIOR TO SUBSTANTIAL COMPLETION SHALL BE AT THE PURCHASER'S OWN RISK AND ONLY AT TIMES WHEN BUILDER/DEVELOPER'S REPRESENTATIVE IS PRESENT. PURCHASER HEREBY WAIVES AND RELEASES BUILDER/DEVELOPER FROM ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, RELATED TO OR IN CONNECTION WITH ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY PRIOR TO SUBSTANTIAL COMPLETION RESULTING FROM, DUE TO, OR ARISING FROM PURCHASER OR PURCHASER'S INVITEES ENTRY, WHETHER SUCH ENTRY IS WITH OR WITHOUT THE BUILDER/DEVELOPER'S CONSENT.

7. **ELECTROMAGNETIC FIELDS.** All power lines and electrical appliances that draw electric current have electromagnetic fields (EMF) around them. Builder has no expertise or information about EMF or the detection of EMF and do not review or monitor research efforts regarding EMF. As a result, Builder does not make representations or warranties of any kind, express or implied, or provide information about the presence or effect of EMF on or in proximity to the Property. The local electrical company servicing the Property, or Purchaser's state and local environmental, energy or health agencies or the regional office of the EPA may provide such information.

8. **CONSTRUCTION INDUSTRIES RECOVERY FUND.** PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF PURCHASER LOSES MONEY ON A PROJECT PERFORMED UNDER A CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE

FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CONSTRUCTION INDUSTRY LICENSING BOARD, ATTN: CONSTRUCTION INDUSTRIES RECOVERY FUND, 1940 N. MONROE STREET, SUITE 60, TALLAHASSEE, FLORIDA, 32399-2202; TELEPHONE (850) 487 1395.

9. **BUILDER'S RIGHT TO INSPECT CONSTRUCTION DEFECT.**

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE PURCHASER MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW WHICH MUST BE FOLLOWED TO PROTECT YOUR INTERESTS.

10. **WARRANTIES.**

(a) As a result of the walkthrough described in Paragraph 2 CONSTRUCTION OF HOME. Subparagraph (f), Builder agrees that those items agreed to be fixed by Builder as designated on the walk through list shall be corrected within a reasonable time after such walk through takes place.

(b) For a period of one (1) year after the date of Substantial Completion, Builder guarantees the walls, foundation, ceilings, partitions, plumbing, roof and electrical wiring against any defects in materials or workmanship and agrees to replace or repair such defects in a workmanlike manner without cost to the Purchaser. Minor expansion, contraction and setting cracks normal to construction and damage due to undisclosed soil conditions are not considered to be structural defects under the terms of this warranty.

(c) Appliance and air conditioning/heating equipment will be covered by the standard manufacturer's and dealer's warranties which will run directly to the Purchaser. The foregoing warranties are accepted by Purchaser in lieu of any warranty by Builder.

THE LIMITED WARRANTY CONTAINED HEREIN IS EXCLUSIVE OF AND IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES, WRITTEN OR ORAL. BUILDER SHALL HAVE NO OTHER OBLIGATION AND MAKES NO OTHER WARRANTIES EXCEPT THOSE SPECIFICALLY HEREIN ABOVE SET FORTH, AND BUILDER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE OF ANY REALTY, FIXTURES OR PERSONAL PROPERTY INCLUDED IN THIS TRANSACTION. BUILDER SHALL HAVE NO LIABILITY, BY REASON OF WARRANTY OR OTHERWISE, FOR ANY CONSEQUENTIAL OR

SPECIAL DAMAGES RESULTING FROM THE BREACH OF ANY WARRANTY.
THE PROVISIONS OF THIS PARAGRAPH.

11. **MOLD.** The atmosphere in Florida is susceptible to the existence of mold. Purchaser assumes the risk of the existence of mold within the home or other improvements on the Property, and hereby waives all claims or causes of action against Builder for mold or its existence or any maladies or conditions which may arise therefrom.

12. **TERMITES.** Builder has treated the soil for subterranean termites in accordance with the permitted laws, rules, and regulations and common practice in the industry in the area. Builder shall have no liability for and Purchaser waives any claim or cause of action against Builder for any termite damage or infestation.

13. **VENUE.** In the event of any legal or equitable action arising from, growing out of, or related to this Agreement, the parties agree that jurisdiction and venue of such action shall lie exclusively within the courts of Florida located in Pinellas County, Florida, and the parties specifically waive any other jurisdiction and venue.

14. **ATTORNEY'S FEES.** In the event of any litigation between the parties as a result of or arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of such litigation, including reasonable attorney's fees through appeal, from the non-prevailing party.

15. **BINDING EFFECT.** The covenants, conditions, and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

16. **ASSIGNMENT.** This Agreement may not be assigned without Builder prior written consent, which consent may be withheld by Builder in its sole discretion.

17. **MODIFICATION OF AGREEMENT.** This Agreement contains all the terms, covenants, conditions and representations made or entered into by and between the parties hereto, and no modification shall be valid or binding unless the same shall be in writing and executed with the formalities hereof.

18. **NOTICES.** Notice to any party shall be deemed to have been duly given upon the expiration of three (3) days after depositing with the United States Postal Service by registered mail or certified mail, returned receipt requested, postage prepaid, or the date and time personally delivered or transmitted by facsimile, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

BUILDER/DEVELOPER: **DiGiovanni Homes, LLC**
163 Bayside Drive
Clearwater, Florida 33767

PURCHASER:

19. **MEGAN'S LAW.** BUYER IS ADVISED THAT SELLER MAKES NO REPRESENTATION REGARDING THE PRESENCE OR ABSENCE OF ANY CONVICTED SEX OFFENDERS IN THE COMMUNITY IN WHICH THE PROPERTY IS LOCATED. BUYER IS HEREBY NOTIFIED THAT IF SUCH INFORMATION IS MATERIAL TO BUYER'S PURCHASE OF THE PROPERTY, BUYER SHOULD EXERCISE WHATEVER DUE DILLIGENCE BUYER DEEMS NECESSARY TO OBTAIN INFORMATION REGARDING REGISTERED SEX OFFENDERS FROM LOCAL LAW ENFORCEMENT AGENCIES.

20. **MISCELLANEOUS PROVISIONS.**

(a) Wherever used herein, the terms "Builder/Developer" and "Purchaser", specifically, and other terms, generally, shall include masculine, feminine, neuter, singular and/or plural as the context admits or requires.

(b) This Agreement supersedes and replaces any previous written or oral agreement between the parties hereto pertaining to the Property herein, and any and all such agreements are hereby declared to be null and void and of no further force and effect.

(c) This Agreement shall be construed under the laws of the State of Florida.

(d) This Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.

(e) Time is of the essence with respect to the terms, conditions, obligations and covenants of this Agreement.

(f) This Agreement shall be effective upon the execution hereof by all of the parties (the "Effective Date").

(g) This Agreement may be executed in several counterparts, each of which shall be deemed an original.

21. **ARCHITECT.** If Purchaser desires to hire an architect other than Builder then Purchaser shall submit in writing the name of such architect for approval by Builder, which approval may be withheld by Builder in Builder's sole discretion.

22. **WAIVER OF JURY TRIAL.** BUILDER AND PURCHASER MUTUALLY AGREE THAT THEY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN

THE EVENT OF ANY DISPUTE OR COURT ACTION ARISING FROM, GROWING OUT OF, OR RELATED TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A SIGNIFICANT CONSIDERATION TO, AND A MATERIAL INDUCEMENT FOR, BUILDER TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

SELLER:

**DIGIOVANNI HOMES, LLC, a
Florida limited liability company**

By: _____

Name: _____

Its: _____

PURCHASER:

EXHIBIT "A"

Renaissance Oaks

By; DiGiovanni Homes

Standards Package

Exterior

Substructure:

- Termite protective soil treatment.
- Underground utilities for water, sewer, telephone, television cable and natural gas.
- Concrete slab (3,000 P.S.I.) with fibermesh.
- Visqueen vapor barrier under all concrete floors.

Structure:

- Concrete masonry block with vertical steel reinforcement in poured cells.
- Professional engineered trusses.
- Professional engineered roof system.

Finishes:

- Schlage, Plymouth series door hardware, with deadbolt lock, in pewter finish.
- \$3,000.00 allowance for Front Door.
- Clay or Cement tile roof, in Espana or Spanish 'S' profile, in DiGiovanni Homes, LLC approved colors.
- High tensile strength steel, sectional roll-up garage doors, with single button remote control for each. One keyless entry keypad. Photoelectric safety device, with invisible light beam.
- 4 exterior hose bibs.
- 4 exterior weatherproof outlets.
- Triple 4", full lanced, u-groove, ventilated aluminum or vinyl soffits
- Coated cement finish on all exterior walls, with stucco single band around all front elevation windows and doors.
- 100% acrylic primer and 100% acrylic satin finish paint. Choice of two from DiGiovanni Homes, LLC, approved colors.
- Exterior lighting package in DiGiovanni Homes LLC, approved styles.
- Pull-down attic staircase in garage with light (non-elevated homes only).
- Stained garage floor, in DiGiovanni Homes, LLC, approved colors.

Features :

- Brick paved Driveway, Walkway and/or Entryway in Holland Stone rectangles (4"x8"x2 3/8") in DiGiovanni Homes, LLC, approved colors and patterns.
- \$10,000.00 allowance for landscaping, which will include a customized planting design with Floratam sod and a standard irrigation system. Additional costs may be incurred on home sites larger than 96' X 130' or due to community requirements.
- Covered lanai (where applicable).
- 2 exterior weatherproof outlets in soffit for Holiday lighting.
- Swimming pool package to include pool (up to a maximum 13' X 23'), with exposed aggregate finish, 325 square feet (maximum) acrylic on concrete deck, single-story screen enclosure, standard pool equipment, electrical service, pool coping tile and one pool light. **(size and shape may vary due to model type and lot size selected)**
- Community mailbox.
- All construction surveys (including final), permits, impact fees, & water meter (\$7,000.00 cap).

Interior

Plumbing & Mechanical :

- Glow Guard Gold CPVC plumbing lines
- ½ HP Garbage Disposal for Kitchen sink and Island Sink (where applicable).
- Pre-plumbed ice maker line, with shut off valve.
- Moen, Solara series, single control kitchen faucet, with pullout spray in chrome finish. Includes Liquid Dispenser in same finish. Aquabrass, chrome bar faucet for kitchen island (if applicable).
- Stainless steel under mount double 14" bowl sink in kitchen. Stainless Steel, 9" under mount, single bowl sink, for kitchen island (where applicable).
- Moen, Kingsley series, two handle lavatory faucet, in chrome finish, for all vanities.
- 19" under counter, white, round china lavatory bowls in all vanities.
- Moen, Kingsly Series, Posit-Temp, single handle shower fixtures, in chrome finish, in all showers.
- Kohler plumbing fixtures, white finish, in all bathrooms; Wellworth series toilets, Villager series tubs, Proflex series oval tub in Master Bathroom and Serif series pedestal lavatory (if applicable).
- 17 Gallon white countertop laundry sink.
- Soft water loop line at garage for future water softener.

Electrical :

- Minimum 200 AMP electrical service with circuit breaker panel.
- Copper wiring throughout.
- Electrical front door chime.
- Pre-Wiring for ceiling fans in Lanai, Bedrooms, Great Room and/or Family Room.
- White Decora lever switches and receptacles.
- Standard lighting selection for the Foyer, Dining Room and Kitchen Nook in DiGiovanni Homes, LLC, approved styles.
- Hardwired smoke detectors, with backup battery.
- Recessed can lighting (as per plan).

Finishes :

- Spanish Lace textured ceilings throughout.
- Orangepeel textured walls throughout.
- Rounded drywall corners.
- Interior flat latex primer and interior latex eggshell finish paint on walls and ceilings. Choice of 2 in DiGiovanni Homes, LLC approved colors.
- 8' Masonite, Molded Panel series, hollow core interior doors.
- 3 ¼ " door casing.
- 5 ¼ " wood base.
- Schlage, Accent series, door hardware in pewter finish.
- Ventilated, vinyl coated wire closet shelving.
- Wood window sills
- 1 ¼" Granite countertops, with 4" backsplash, on kitchen, all bathroom vanities and Laundry cabinets. Choose one of four standard edges.
- Ceramic tile flooring in Foyer, Kitchen, Nook and all bathrooms in DiGiovanni Homes, LLC approved styles and colors.
- Ceramic tiled tub and shower walls.
- Minimum 40 oz., soil resistant carpeting with 7/16", 6 lb. rebond pad throughout rest of the home.
- Ceramic toilet paper holder, 2 towel bars and 1 soap dish and/or 2 corner caddies in bathrooms.

Features :

- Structured wiring will consist of RG-6 quad shield coaxial television cable and Cat 5 phone cable (as per plan).
- Level 1 Intrusion system consisting of 1 control panel (with rechargeable battery/hard wire and wireless capabilities), 2 fixed English keypads, perimeter door contacts and 2 motion detectors (pet immune up to 40 lbs.).
- Intercom system with wired monitors in the Kitchen, Lanai, Front Door and Bedrooms.
- ETL Listed (closed loop) Pool Alarm.
- Plant shelving, art niches and tall arches (as per plan)
- Minimum 10' flat ceilings.
- Maytag/Jenn-Air kitchen appliances; 42" Refrigerator, Downdraft Cook Top, Double Oven or Gas Range, Microwave and Dishwasher in black or stainless steel.
- Gourmet Kitchen with variable height upper cabinetry in stained maple wood, raised panel design with crown molding in DiGiovanni Homes, LLC approved styles.
- Stained maple wood, raised panel design cabinetry in all bathrooms (excluding Powder Rooms) in DiGiovanni Homes, LLC approved styles.
- Stained maple wood, raised panel design cabinetry for Laundry Room in DiGiovanni Homes, LLC approved styles.
- Full width mounted vanity mirrors in all bathrooms.
- 5" crown molding in Study and Dining Room.

Energy Efficiency

- 50 gallon, high efficiency gas water heater.
- Minimum 13 S.E.E.R, high efficiency heat pump/central air conditioning with programmable thermostats.
- R-30 ceiling insulation.
- R-19 exterior framed wall insulation.
- R-5 masonry wall insulation.
- White aluminum framed, tinted and high impact glass windows and sliding glass doors.
- Natural gas supplied stove, dryer, water heater and 2 outdoor hook-ups.

DiGiovanni Homes

2245 North McMullen Booth Rd, Clearwater, Fl

34759-1420

Specifications are at the builders' discretion and are subject to change without notice.

EXHIBIT "B"

Extras or Modifications to the Standards

EXHIBIT "C"

Progress Payment Schedule