

## MEMORANDUM

DATE January 23, 2025

TO: West Ocala CRA Advisory Committee

FROM: Marie Mesadieu, Economic Development Specialist

RE: West Ocala Residential Improvement Grant Program – Application CRA24-45841

**Address:** 650 NW 5<sup>th</sup> Street (Parcel ID: 2865-013-001)

**Applicant:** Antoinette Hunt/ACG3 LLC

**Project Description**: The project is to construct a new three (3) bedrooms, and two (2) baths split plan single-family stucco block home. This is an affordable housing project that will be sold to a low-income family at an affordable price.

A summary of the work item and quotes received are presented in Table 1.

Table 1- Project Cost Summary

Work Item	High Quote	Low Quote	Recommended Grant (\$20,000.00)
New construction -single-family home.	\$170,000.00	\$159,900.00	\$20,000.00

## Findings and Conclusion:

- This project fits within the goals and objectives of the West Ocala CRA plan, the plan calls for the expansion of the housing stock and housing variety to further boost economic activity to the area. The affordable home project will give an opportunity for a low-income family to become a homeowner.
- This square footage of the home will be approximately 1,311.
- The roof will be shingle with aluminum soffits.
- The flooring will be luxury vinyl plank in the main areas and the bedrooms will be carpeted.
- The home will have central AC throughout.
- The building will be connected to the City's sewer.

The Grant Review Committee (GRC) visited the property on September 9, 2024. Mr. Carelock represented the committee. Please refer to the images below for pictures of the existing condition. The full application is also attached.

Attached - Application, cost estimates, maps, and Marion County Property Appraiser's Property Report Card.



Image 1 – Existing condition of the vacant property.



Image 2 – Existing condition of the vacant property.

# 650 NW 5th St -Aerial Map



# 650 NW 5th St - Case Map



## 650 NW 5TH ST - 07/26/2024

# **Applicant Information**

## Applicant / Primary Contact Information

Name Type

Antoinette Hunt Residential Property Owner

## Questions

1. How long have you owned / lived at the current location?

Ans. DECEMBER 2023

# **Property Information**

Parcel Id Parcel Address

2865-013-001 650 NW 5TH ST, OCALA, FL,

34471

Last Assessment Previous Year Assessment

9/15/2023 - \$1,542.00 No information available West Ocala CRA, Ocala Wide

District, OEU District

**Districts** 

# **Project Details**

**Details** 

**Proposed Use** 

No information entered No information entered

**Public Improvements** 

No

**Estimated Future Assessed** 

Value

\$250,000.00

**Proposed Square Footage** 

\$1,300.00

**Improvements Requested** 

**Estimated Future Tax** 

\$2,335.00

## Construction Activities - 650 NW 5TH ST OCALA FL 34471

## **New Construction**

Structural - Foundation

## **New Construction**

- Interior HVAC
- Interior Electrical

## **Eligible Costs**

## **Exterior Painting**

Estimated cost of painting \$0.00 project

Estimated cost of pressure \$0.00

Sub Total: \$0.00

**Demolition** 

washing

Estimated cost of demoliton \$0.00 and cleanup

Sub Total: \$0.00

Fencing (sides and rear only)

Estimated cost of fencing \$0.00

Sub Total: \$0.00 Repair/repalcement of exterior windows and/or doors

Estimated cost of windows \$0.00

Estimated cost of doors \$0.00

Sub Total: \$0.00

New landscaping (only include areas visible from the street/sidewalk)

Estimated cost of landscaping

\$0.00

Sub Total: \$0.00

Reroofing

Estimated cost of reroofing \$0.00

Sub Total: \$0.00

# Weatherization (HVAC and Insulation)

Estimated cost of HVAC \$0.00

Estimated cost of insulation \$0.00

improvements

Sub Total: \$0.00

## New construction

Estimated cost of new

\$150,000.00

construction

**Sub Total**: \$150,000.00

# **Financing Details**

## **Fund Request**

Funding Request

Eligible Costs Total

\$150,000.00

Total Estimated Project Cost

\$150,000.00

Total Funding Amount Requested

\$20,000.00

Funding Source - Indicate how you intend to fund the project. Note - Applicant will cover all upfront costs; the incentive will be provided as a reimbursement after project completion.

 Grants
 \$0.00

 Personal Savings
 \$149,976.00

 Loan / Credit Card
 \$0.00

 Other
 \$0.00

 Sub Total
 \$149,976.00

# **Project Description and Bids**

## Questions

1. Please explain the purpose of and need for the proposed improvements.

Ans. The new construction is an affordable home that is in line with the purpose of the west ocala cra plan.

2. Will the proposed improvements be made without the assistance of the grant program? If not, please explain.

Ans. Yes

## 3. If not, please explain

Ans. The new construction will not be dependent on the grant; however we are asking for the grant assistance to keep the cost more affordable.

4. If necessary, attach additional documentation addressing the above.

Ans. acg3\_newconstruction\_affordablehome.zip

## 5. Bid 1 Amount

Ans. No information entered

## 6. Bid 1 Upload

Ans. No information entered

## 7. Bid 2 Amount

Ans. No information entered

## 8. Bid 2 Upload

Ans. No information entered

## **Timeline**

## Anticipated start date

#### Date

08/02/2024

## **Description**

## Anticipated completion date

## Date

12/23/2024

## **Description**

Estimated date of the completion of the project

## **Parties**

## **Authorized Representative**

Business Name EIN

ACG3 LLC 881537083

**First Name**ANTOINETTE

Last Name
HUNT

Phone Number Email

3523618896 TAXPRAX@LIVE,COM

## **Address**

1901 E SILVER SPRINGS BLVD #1027, OCALA, FL, 34475

## **Documentation Collection**

## **Documents**

**1. Name:** 2865013001\_DEED.pdf **Uploaded Date:** 7/26/2024 5:31:40 PM

**3. Name:** 2865013001\_PRC.pdf **Uploaded Date:** 7/26/2024 5:37:18 PM

## Questions

1. Document Checklist

Ans. No information entered

## **Declarations**

## Disclosure Of Interests

Is any owner of the business and / or land / building, or any tenant, or any of the project developers an elected official or appointed official or related to an elected official or appointed official, or routinely contracts to provide goods or services to the governing body

Applicant Answer: Yes

Relationship: Other

Applicant Explanation: I am a West Ocala CRA Board Member

## **Declarations**

General Conditions It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations. It is expressly understood and agreed that the applicant will not seek to hold the City of Ocala, the Grant Review Committee (Committee) and/or its agents, employees, board members, officers and/or directors liable for any property damage, personal injury, or other loss relating in any way to the Program. It is expressly understood and agreed that the applicant will hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an Environmental Impact Report, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents. The applicant authorizes the City of Ocala to promote any approved project including but not limited to displaying a sign at the site, during and after construction, and using photographs and descriptions of the project in City of Ocala materials and press releases. If the applicant fails to perform the work approved by the Committee, the City reserves the right to cancel the grant. The applicant also understands that any work started/completed before the application is approved by the Committee is done at their own risk, and that such work will jeopardize their grant award. Completion of this application by the applicant DOES NOT guarantee that grant monies will be awarded to the applicant.

Applicant Answer: Yes

I have read and understand the terms and conditions of the Program and agree to the general conditions and terms outlined in the application process and guidelines of the Program.

Applicant Answer: Yes

Intentte Hunt

Name: Antoinette Hunt Date: 08/26/2024

## **Construction and Sales Agreement**

This Agreement entered into on January 2 2025, by between the "Owner **Antoinette Hunt** and "Contractor" **Modern Day Construction Services Inc. Address**:

That the Builder and Owner(s) each in consideration of the covenants of the other hereinafter contained agree as follows; PROJECT ADDRESS: 650 NW 5TH ST Ocala PARCEL # 2865-013-001

PLANS AND SPECIFICATIONS: Builder will construct an approximately **1,311** (+/-) sq. ft. residential block structure as per plans submitted to meet Florida Building Codes.

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 MATERIALS, OR OTHER SERVICES THAT 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 TO YOU A "NOTICE TO BUYER." FLORIDA'S **PROVIDED** CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

In	consideration of	f the	mutual	covenants	set	forth	herein.	Buve	r and	Contractor	agree as	folloy	WS:

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#### ARTICLE 1. THE PROJECT

- 1.1 CONTRACT DOCUMENTS: The contract documents consist of this Agreement, general conditions, construction documents, plans dated <u>January 2, 2025</u>, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement. Buyer warrants that the plans and specifications identified are obtaining a building permit for electrical, mechanical, plumbing, well and septic. Build house foundation, install blocks to (8 feet) in height, set trusses pre-engineered requirements, install sub facia, vented soffits, GAF shingles, 5feet cobra ridge vent, MI windows-colonial insulated low E, All exterior doors per plan, exterior finish will include stucco with decorative accents with stucco bands, exterior stones will be an extra cost, all painting will have two coats of paint including baseboard, exterior doors and interior doors, ½ in drywall with knock-down texture, closet-maid shelving in all closets and pantries, tile bathroom floors and shower/tub, luxury vinyl flooring in remaining living space, soft close wood cabinetry, central heat and air, all appliances, all trades will be installed per plan, herein are final, accurately depict the scope of work for the project, and may be relied upon by Contractor in construction. Buyer and Contractor understand that a material alteration of the plans and specifications identified herein may only be made pursuant to the process identified in Article 6.
- 1.2 THE PROPERTY: It shall be the sole responsibility of the Buyer to mark the boundaries of the property and the location on such property where the structure is to be constructed or to provide a survey. Any loss or damage suffered by the Contractor, Buyer, or any third party as a result of incorrect designation of the boundaries or location of the structure shall be borne solely by Buyer. The contractor specifically does not warranty that the soil and subterranean composition and structure are suitable for the construction of the Project. The Buyer hereby releases the Contractor from all liability with respect to site location and soil conditions. Contractor will provide Buyer with information on businesses in the area who will perform soil testing, engineering, excavation, etc. on behalf of Buyer if Buyer desires.

Builder shall be entitled to construct the dwelling in a "mirror image" and in the event the Property is a corner lot, Builder may face the dwelling on either street. Builder shall remove such trees from the lot as it may deem necessary and it shall not be responsible for any damage to or destruction of the remaining trees during the process of construction. Any existing drainage pattern or structure outside of or within the established easements are acknowledged and agreed upon by Buyer.

In the event Buyer, at any time, makes any alterations that change the grading or drainage plan, Builder shall be relived of any loss, cost, damage, expense or liability with respect to Buyer's property or with respect to any adjacent properties, and Buyer shall indemnify and hold Builder harmless from and against any such loss, cost, damage, expense or liability which may occur as a result of such modifications. For the purposes of this paragraph, alterations to the grading or drainage plan includes, but is not limited to, landscaping, exterior walls and fencing.

1.3 THE WORK: The Contractor shall perform all the work in substantial conformance with the

Contract Documents for construction of the Project. All systems shall be in good working order. All work shall be completed in a workman like manner, and shall comply with all applicable national, state and local building codes and laws. All work shall be performed by licensed individuals to perform their said work, as outlined by law. Contractor shall obtain all permits necessary for the work to be completed. The Contractor shall be solely in charge of means, sequences, techniques, methods and procedures in construction of the Project and for coordinating the same until completion, and shall:

1. Unless otherwise specifically provided in the Contract Documents, provide all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Project whether temporary or permanent and whether or not incorporated or to be incorporated in the Project.

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- 2. Give any notices and comply with all laws, ordinances, and regulations bearing on the construction Project.
- 3. Keep the premises free from excessive accumulation of waste materials or rubbish caused by his operations, and at the completion of the Project remove all his waste materials and rubbish from the Project as well as his tools, construction equipment, machinery, and surplus materials.
- 4. Install a septic tank and/or hook up to existing utilities as directed by the contract documents. The contractor does not warrant that the contract documents are in compliance with the current requirements of the Marion County Health Department.

It is understood and agreed that furniture, screen enclosures, decorative driveways, bonus rooms, wood spindle handrails, hardwood floors, draperies, rods, special painting and wallpaper, benches, outdoor garden lighting, pools, patios, fencing, or any other items used for sales promotional purposes in model units are not included in the Work and the base price set forth in Article IV unless specifically set forth in the Contract Documents, Buyer hereby agrees that model homes and/or model plans, drawings, or other renderings depicting examples of the type of house being purchased, are substantially similar to the Project, but the project may differ because of variations in some dimensions or the use of different materials. By signing this agreement, Buyer unconditionally accepts variations or differences between the Project and the model home and/or drawings, renderings or plans viewed as examples by Buyer. Buyer's refusal to accept the Project as built, substantially similar to the model and in compliance with the Contract Documents, shall constitute a breach of this Agreement for which Builder may retain all deposits and exercise all other remedies pursuant to Article herein. Moreover, each lot is unique in its size, shape and drainage characteristics. Buyer understands and agrees that the size of the Lots, the exact location of sidewalks and driveways (if any); and the drainage pattern of their lot will differ from the model home plans, drawings or rendering they have examined, and Builder reserves the right to determine the location and configuration of the house upon the lot subject to subdivision requirements. In the event that the type of house desired by Buyer will not fit on the lot within subdivision requirements, Builder shall so notify Buyer and this Agreement shall be terminated and the deposits returned to Buyer and the parties shall be released from all further liability hereunder.

Builder shall have the right, at its discretion and without notice to or approval by Buyer, to substitute materials and equipment used in the construction of the dwelling, including variations in color, brand, grade and dimensions, provided such substitutions are of general equivalency in kind and value, and to make minor changes to the layout and dimensions of the dwelling which do not substantially affect the value of the dwelling. In the event a material or building component is discontinued or no longer available in the market, Builder has the right in its discretion to substitute a material or component that performs a similar function to the original without any adjustment in price whatsoever.

#### **ARTICLE 2. FINANCING**

This Contract is contingent upon Buyer obtaining a written loan commitment for a Construction Loan within 45 days of the signing of this contract. Buyer shall make mortgage loan application for the Financing within 5 days after Effective Date of this Contract and use good faith and diligent effort to obtain a written loan commitment för the Financing. Buyer shall keep Contractor fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Contractor. Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Contractor. If Buyer does not receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract by providing notice to the other party of said cancellation prior to the Buyer's delivery of written notice to Contractor that Buyer has either received Loan Commitment or elected to waive the financing contingency of this Contract. In the event of cancellation pursuant to this section, Buyer shall be refunded any deposit provided to Contractor, minus any contract performance expenses incurred by Contractor, thereby releasing Buyer and Contractor from all further obligations under this Contract. If neither party has timely cancelled this Contract pursuant to this section within 100 days of the signing of this contract, and Buyer has not provided Contractor with written notice of a loan commitment, this financing contingency shall be deemed waived by Buyer. It is specifically

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agreed that the financing contingency of this contract is satisfied by the receipt of a loan commitment and is not contingent upon the Buyer closing on said financing.

#### ARTICLE 3. TIME OF COMMENCEMENT AND COMPLETION

In the event Builder receives deposit funds in excess of 10% of the Purchase Price, the parties acknowledge that pursuant to F.S. 489.126 Builder must apply for permits within thirty (60) days of the effective date of this Agreement and start the work within ninety (90) days after all permits are issued, unless the Buyer agrees in writing to a longer period. By initialing below, Buyer hereby agrees that Builder shall have such additional time within which to obtain necessary work permits as Builder deems necessary, and shall also have such additional time, after permits are issued, as Builder deems necessary to commence such work.

The approximate commencement date of the project shall be (once permit is issued). The approximate completion date of the project shall be (180 days after permit issuance). It is understood by the parties that any change orders, government permitting issues, and/or unusual weather might delay the completion date. It is further agreed by the parties that Builder cannot guarantee a firm completion and availability date of the house, such advance projections being, by their nature, an estimate largely based upon items outside of Builder's control. Consequently, Buyer hereby agrees that any scheduled completion date, contained herein or previously conveyed orally or in writing, is merely a good faith estimate and Builder hereby disclaims any promises or representations concerning the actual date of completion. Builder will make every reasonable and diligent effort to meet the estimated construction schedule, with delivery now estimated to be approximately <u>3-6 MONTHS AFTER PERMIT ISSUANCE.</u>

BUILDER SHALL NOT BE OBLIGATED TO MAKE, PROVIDE, OR COMPENSATE BUYER FOR ANY ACCOMMODATIONS TO BUYER AS A RESULT OF CONSTRUCTION DELAYS OR ANY OTHER DELAYS ASSOCIATED WITH THE COMPLETION OF THE FINAL CONSTRUCTION OF THE HOME OR THE CLOSING OF THE SALE THEREOF. FURTHER, THE BUILDER SHALL 'NOT BE OBLIGATED OR HAVE ANY RESPONSIBILITY FOR THE LOSS OF THE LOAN COMMITMENT OR INCREASED LOAN COSTS, INCLUDING BUT NOT LIMITED TO, ADDITIONAL APPRAISAL FEES, INSPECTION OR REINSPECTION FEES, ORIGINATION AND/OR DISCOUNT FEES, OR INCREASED INTEREST RATES ARISING OR ASSOCIATED 'WITH CONSTRUCTION DELAYS OR ANY OTHER DELAYS ASSOCIATED WITH THE FINAL CONSTRUCTION OF THE HOME OR THE CLOSING OF THE SALE THEREOF.

## ARTICLE 4. THE CONTRACT PRICE AND PAYMENT

- 4.1 THE CONTRACT PRICE: The Contract Price of the Project shall be set at the sum (\$170,000) and (\$0) subject to additions and deductions pursuant to authorized change orders pursuant to Article
- 4.2 THE INITIAL DEPOSIT: The Buyer and the Contractor acknowledge that the Buyer will pay a sum of 10% (\$17,000) as a deposit, upon the signing of this contract. All payments made by Buyer to Builder with respect to the Contract Price, including the initial deposit, shall be paid for such purposes as Builder shall determine and Builder shall not be required to maintain the payments in an escrow or trust account. If and to the extent such payments are deposited in any interest-bearing account, then any interest on such payments shall inure to the benefit of Builder. At the time of Closing, the amount of the deposit shall be credited to Buyer.
- 4.3 WAIVER OF SEGREGATION OF FUNDS: THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT

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FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED INTO AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER. Buyer understands that if he does not waive the right to have the deposits placed in an escrow account: a) that the account shall be with First American Title Company of Ocala, an entity authorized to hold and receive escrow deposits ("Escrow Agent"); b) that any such deposit shall be governed by the provisions of Section 501.1375, Florida Statutes; c) that at the time of Closing as provided in Section 501.1375, any accrued interest on the deposit shall not be credited to Buyer or applied against the Purchase Price.

BY INITIALING BELOW, THE BUYER WAIVES THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO  $10\,\%$  OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT.

Buyer initials			
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- 4.4 PROGRESS PAYMENTS: The Buyer will make payments to the Contractor pursuant to the construction draw schedule included in the Contract Documents. Buyer shall make draw payments to Contractor within seven (7) days after request by Contractor. Should the Buyer fail to make payment, the Contractor may charge a penalty of eighteen percent (18%) annually upon the unpaid amount until paid.
- 4.5 FINAL PAYMENT: Upon notice from Contractor that substantial completion of the Improvements has been achieved, Buyer shall have the opportunity to attend a formal presentation of the premises with Contractor's representative pursuant to Article 14. However, upon issuance of the Certificate of Occupancy ("C.O."), or any other final approval of construction issued by the local government, the Buyer shall make final payment to the Contractor within ten (10) days of said issuance. Should the Buyer fail to make payment, the Contractor may charge a penalty of (2%) annually upon the unpaid amount 'until paid.
- 4.6 PAYMENT BY CONSTRUCTION LENDER: If there is a construction mortgage, then with the signing of this contract, the Buyer authorizes the lending institution involved in this transaction to make all draws except for the last draw or final check payable to Modern Day Construction Services Inc., which will not necessitate the endorsement of the Buyer. The final draw will be made payable jointly to the Buyer and the Builder.
- 4.7 TERMINATION FOR NON-PAYMENT: If payment is not received by the Contractor within fourteen (14) days after delivery of payment demand for work satisfactorily completed,

Contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Buyer of the obligations of payments to Contractor for that part of the work performed prior to such termination.

4.8 EXPIRATION OF STATED PRICING: The above price is guaranteed to Buyers through 150 DAYS of execution of Agreement. Should start of construction be delayed beyond that time from the signing of this contract by Buyer, or by reason of ruling or regulation of any governmental authority, or by reason of any other cause not the fault of the builder, then the above price will be adjusted to include all price changes occurring after the date of this

Agreement. If the posted price of this dwelling has increased prior to the start of construction, the Builder reserves the right to increase the contract price and the Buyer reserves the right to decline the increase. This shall be accomplished in writing and if the Buyer declines this increase, all monies paid by Buyer will be refunded, with the exception of a minimum cancellation charge described in Paragraph

## ARTICLE 5. OBLIGATIONS OF THE BUYER

5.1 OBTAINING NECESSARY PERMITS: Buyer is responsible for obtaining all necessary approvals for HOA.
The Contractor agrees to expend due diligence and all reasonable efforts to reasonably assist the Buyer in obtaining
the necessary building permits and approvals from the governing authority based upon the existing Contract

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## MODERN DAY CONSTRUCTION SERVICES INC.

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Documents. It is understood by all parties that this contract is contingent upon the issuance of the applicable permits based upon the Contract Documents, including any agreed-upon change orders.

- 5.2 PROVISION OF POWER AND WATER: Buyer shall supply electrical power and water as necessary to complete the Certificate of Occupancy for the property.
- 5.3 LIMITATIONS ON COMMUNICATIONS WITH SUBCONTRACTORS: Buyer shall not communicate with subcontractors unless the communication has first been made to Contractor and Contractor has scheduled a meeting at which Buyer, Contractor, and subcontractor will be present to discuss the matter. Buyer agrees not to interfere with, restrict, interrupt, harass or obstruct construction or its progress, physically, by nuisance or in any other manner.
- 5.4 SELECTIONS: Within ten (10) business days after the Builder's acceptance of this Agreement ("Selection Period"), Buyer agrees to select, upon Builder's standard forms and at the location designated by Builder, all options for carpet, exterior colors, and any other items for which Buyer has a selection. If Buyer fails to make any such selection within the Selection Period, Builder shall have the option (i) to declare Buyer in default hereunder, or (ii) charge the Buyer \$100.00 per day to compensate Builder for its additional costs caused by the Buyer's delay. Buyer shall have no right to make changes after the Selection Period. Any changes, options, alterations and extra requested by Buyer after the Selection Period will be at the Builder's discretion, subject to current prices and availability and executed in compliance with Article 6. Any changes after the Selection Period will bear an administrative charge of \$100.00 for each individual change to be paid by Buyer in addition to the cost of the change before the change is made. Buyer understands and agrees that any changes, alternations or extras requested by Buyer will likely delay the completion of the dwelling. Administrative changes will not be credited as earnest money at Closing or refunded to Buyer under any circumstances.

#### ALL CHANGE ORDERS MUST BE PAID IN FULL AT THE TIME OF SIGNING IN

ORDER TO BE PUT INTO EFFECT. NO CHANGE ORDER OR ADDITION TO THE ORIGINAL AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO UNTIL THEY ARE IN WRITING AND SIGNED BY THE BUILDER AND THE BUYER.

- 5.5 CONDITION OF LOT: This Agreement covers construction of the above-described dwelling on a level lot. Should the slope of the lot be such as to require extra foundation, block or fill dirt under the slab, pool deck, patio, drives, or walks, over and above that which would be required for a normal monolithic construction, the expense of same will be paid by the Buyers. Machine grading of the lot up to 10,000 square feet total area is included. The Builder includes up to (\$1.500) allowance for lot prep and clearing. The expense of any fill dirt required at the time of grading the lawn area or any additional expenses caused by rock or other adverse subsoil conditions will be paid by the Buyers. Additional loads of fill dirt will be charged at (\$275) per load. The Builder will clear the lot and remove three (3) loads of debris. Buyer will pay any additional charges for each load of debris removed or hauled away unless otherwise specified by an addendum. A load is considered to be between 15 to 18 yards in capacity. Additional loads of debris will be charged at (\$400) each load. Builder will include five (5) loads of fill dirt. A standard load of fill dirt is considered to be between 15 to 18 yards.
- 5.6 UTILITY CONNECTION AND SEPTIC: The Builder will connect to public water at a distance of (75) feet. The cost of lines required over (75) feet will be paid by the Buyer. Where the Buyer's lot is not located on public water, the cost of installing a water well and pump and any lines up to 40 feet distance from the dwelling is included up to (\$10) If the distance needed for the well exceeds 40 feet from the dwelling, the additional costs shall be paid by the Buyer. The additional depth of the well over the allowed amount of (100) ft will be (\$33) per foot. The builder will have a standard septic tank installed (\$10,200 Allowance). Any cost incurred in installing septic over that amount will be paid by the Buyer. It shall be the Buyer's responsibility to contact the telephone company, water and sewer department (if necessary), and the power company for new service prior to C.O. The Buyer must also obtain any household garbage permits, if required, and provide a receipt to the contractor if required by the building department.

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- 5.7 MAINTENANCE OF LANDSCAPING: It shall be the Buyer's responsibility to water, maintain and establish the lawn growth and general landscaping after CO. Builder does not guarantee the life or growth of the sod or other landscaping after CO.
- 5.8 ACCESS TO THE PROJECT DURING CONSTRUCTION: The buyer has no right to enter the Project during construction without the Builder's written approval. If Buyer or Buyer's dependents, guests, companions, or invitees sustain any personal injury or property damage while on the property, with or without the Builder's consent, buyer shall indemnify, defend and hold harmless the Builder from any claims, loss, damage or expense arising from such personal injury or property damage, and Buyer, for himself and his heirs, hereby waives and relinquishes any and all claims or causes of action against Builder or its employees or agents arising from personal injury or property damage sustained upon the property during construction of the Project.
- 5.9 SATISFACTION OF CONTINGENCIES: If this Agreement is contingent upon Buyer selling other property prior to closing hereof, Buyer covenants and warrants to make a bonafide effort to sell such property, including but not limited to listing such property for sale with a Realtor or Real Estate Broker within five (5) days of execution of this Agreement. Pursuant to the implied obligation of good faith and fair dealing, Buyer shall pursue the satisfaction of any other contingencies detailed in this agreement with proper diligence. Buyer agrees that there are no contingencies to the enforcement of this agreement that are not specifically detailed in this agreement. It is the Buyer's sole responsibility to satisfy any and all mortgage conditions at least two (2) weeks prior to the scheduled closing. Any loan disqualification caused by Buyer shall result in forfeiture of all deposits paid by the Buyer. Buyer shall nevertheless be bound to fulfill this Agreement if so determined by Builder. Once mortgage is approved, this contingency is removed. Time is of the essence of all the terms and conditions of this paragraph.

#### ARTICLE 6. CHANGE ORDERS

6.1 AGREED UPON CHANGE ORDERS: A Change Order is any change to the original plans and/or
specifications. All change orders should be agreed upon in writing, including cost, additional time considerations,
approximate dates when the work will begin and be completed, a legal description of the location where the work
will be done and signed by both parties. The full amount of the cost of each change order shall be paid prior to the
change. A fee of \$ plus% shall be added to all change orders and overages in excess of initial
allowances. Additional time needed to complete change orders shall be taken into consideration in the project
completion date.

- 6.2 CHANGE ORDER PRICING WHEN IN DISPUTE: In the event, a change is required to complete construction upon which Buyer and Contractor cannot agree upon a set price adjustment prior to the performance of the work, Buyer and Contractor hereby agree that the Buyer shall pay Contractor's requested Change Order Amount prior to the work being performed. Once Payment is received, the Contractor shall perform the work and be entitled to payment of an amount equal to the Cost of the Work times 1.18. For example, if the Cost of the Work is \$1,000.00, Contractor shall be entitled to payment equal to \$1,180.00. In the event Buyer's prepayment was in an amount in excess of the ultimate amount to which Contractor is due, Contractor shall apply a corresponding credit to the remainder of the Contract Price to be paid by Buyer. For the purposes of this section, Cost of the Work shall include any and all costs incurred in the proper performance of the work and paid by the Contractor, including, but not limited to, those set forth below:
- 1. Wages paid for labor, including supervisory and administrative personnel in the employ of the Contractor in the performance of the work including welfare, unemployment compensation, social security and other benefits.
- 2. Cost of all materials, supplies and equipment incorporated in the work, (including reasonable allowance for waste and spoilage), including transportation thereof.
- 3. Payments made by the Contractor to Subcontractors for work performed and materials supplied pursuant to subcontract under this Agreement.

Cost of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are consumed in the performance of the work.

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- 5. Reasonable rental costs of all necessary machinery and equipment, exclusive of hand tools used at the site of the Work, whether rented from the Contractor or others.
- 6. Cost of permit fees, inspections, and sales, use or similar taxes related to the work.
- 7. Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the work, provided they have resulted from causes other than the fault or neglect of the Contractor.
- 8. Cost of removal of all debris.
- 9. Costs incurred due to an emergency affecting the safety of persons and property.
- 10. Other costs incurred in the performance of the work if and to the extent approved by the Developer.

## **ARTICLE 7. INSURANCE**

The Builder will keep in force a Builder's Risk Insurance Policy on the said property to protect both the Buyer's and Contractor's interests until construction is completed. The Buyer will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief, or other instances that may occur. In addition, The Contractor shall purchase and maintain needed Workman's Compensation and Liability insurance coverage as required by law and deemed necessary for his own protection. Buyer shall be responsible for procurement, and payment for, any and all other insurance desired by Buyer.

#### **ARTICLE 8. NOTICES**

All notices under this Contract, unless otherwise noted herein, shall be in writing, by personal service, telecopier with proof of transmission, or by certified mail, return receipt requested, posted to the address listed for the Buyer and Contractor on the first page of this Contract.

## ARTICLE 9. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials, the Contractor shall notify the Buyer immediately and allow the Buyer/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

## ARTICLE 10. WARRANTY

10.1 LIMITED WARRANTY IN 1ST YEAR: Except as noted below, Contractor warrants the labor and materials supplied by Contractor and used in performing this contract will be free of defects for a period of one (l) year from the date of the certificate of occupancy (here in after "Limited Warranty"); provided, however, that any warranty regarding wood destroying organisms is given only by a licensed pest control operator, is limited to one (l) year from date of treatment, and is renewable at the sole option and expense of the Buyer, the contractor does not warrant termite damage.

10.2 WARRANTY DISCLAIMER: THESE ARE THE SOLE WARRANTIES PROVIDED BY CONTRACTOR AND ARE PROVIDED EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRNTIES CONCERNING THE IMPROVEMENTS SOLD OR TO BE CONSTRUCTED HEREUNDER, AND ANY OTHER REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND ARE NOT BINDING UPON CONTRACTOR. ALL OTHER WARRANTIES WITH RESPECT TO THE IMPROVEMENTS AND THE PROPERTY HEREUNDER 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 BUYER REPRESENTS THAT BUYER HAS READ AND UNDERSTOOD THIS PROVISION, AND THAT

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BUYER UNDERSTANDS AND AGREES THAT, BY ENTERING INTO THIS CONTRACT AND ACCEPTING THE BENEFITS OF THE LIMITED WARRANTY DESCRIBED ABOVE, BUYER HAS KNOWLINGLY RELINQUISHED ANY

AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE REGARDING THE IMPROVEMENTS AND THE PROPERTY. BUYER HEREBY ACKNOWLEDGES THAT CONTRACTOR DOES NOT MAKE ANY REPRESENTATION AS TO WHICH MODEL TYPE WILL BE PLACED ON LOTS ADJACENT TO BUYER'S LOT OR WHERE ON BUYER'S LOT THE IMPROVEMENTS SHALL BE SITUATED.

## 10.3 ITEMS SPECIFICALLY NOT WARRANTED

- 10.3. I Contractor does not warrant any appliances or the heating and air conditioning equipment. Buyer agrees to rely solely on the warranty of the respective manufacturers of such equipment unless the defect is caused by the manner of installation of such appliances or equipment.
- 10.3.2 Contractor does not warrant upon completion of home, any costs incurred due to cracks in ceramic tile.
- 10.3.3 MOLD IS A NATURALLY OCCURRING GROWTH THAT MAY HAVE ADVERSE HEALTH CONSEQUENCES AND WHICH REQUIRES CERTAIN PREVENTATIVE AND PROPER MAINTENANCE ACTIONS BY THE BUYER. ACCORDINGLY, CONTRACTOR ASSUMES NO LIABILITY WHATSOEVER FROM ANY HARM TO INDIVIDUALS AND DAMAGES TO PROPERTY ARISING AS A RESULT OF MOLD UNRELATED TO CONSTRUCTION DEFECTS.
- 10.3.4 Contractor does not warrant that the soil and subterranean composition and structure are suitable for construction of the Project. The Developer hereby releases the Contractor from all liability with respect to site location and soil conditions.
- 10.3.5 Contractor does not warrant cracks in concrete slabs, outside concrete work, or nonstructural cracks in block walls.
- 10.3.6 Contractor does not warrant any acts of God (i.e. hurricanes, fire, tornadoes, etc.) and /or the damage they may cause to your structure during construction or after Certificate of Occupancy.

## 10.4 ADDITIONAL LIMITATIONS ON WARRANTIES:

- 10.4.1 Buyer shall have the right to inspect the Improvements prior to Closing. Buyer agrees that from and after completion of Punch List, Buyer shall not make or bring any claim or action whatsoever against Contractor or Contractor's agents with respect to the dimensions of the Improvements, or the quality of workmanship of the Improvements or fixtures or items of personal property sold pursuant to this Contract. Buyer acknowledges that at the time of execution of this Contract, Contractor has no reason to know of any particular purpose Buyer has in purchasing the improvements and items of personal property located therein other than normal residential use. Buyer understands that the only warranties which Contractor is providing are those set forth in the Limited Warranty (hereinafter "Sole Warranties"). Contractor therefore expressly makes no warranties except for the Sole Warranties with respect to fitness, merchantability, habitability, intended use, workmanship, construction or physical condition of either the Improvements, any fixtures or items of personal property sold pursuant to this Contract or any other real or personal property whatsoever sold hereby. Contractor shall, upon request, assign to Buyer, to the extent Contractor may lawfully do so, any warranties granted by manufacturers for any items included in the Improvements.
- 10.4.2 Notwithstanding anything to the contrary in this Contract, Buyer acknowledges and agrees that Contractor shall be irreparably harmed if Buyer undertakes the repair or replacement of any defective portion of the Improvements, common structural elements, fixtures, items of personal property or any other real or personal property in connection with the Improvements during the time in which the sole Warranties remain in effect. Accordingly, Buyer hereby agrees: (i) to promptly, upon Buyer's knowledge of the existence of any such defective portion, provide written notice to Contractor specifying each such defective portion, upon the receipt of which Contractor shall have thirty (30) days (hereinafter "Repair Period") to commence to repair or replace such defective

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portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided however, that if Contractor fails to commence the repair or replacement of such defective portion within the Repair Period, Buyer may repair or replace same. If Buyer fails to comply with the provisions of this Paragraph, Buyer will be deemed to have breached their obligation to mitigate damages and Buyer's conduct shall constitute an aggravation of damages.

10.4.3 It is hereby agreed that the maximum liability of Contractor under the Sole Warranties shall be the replacement cost of the defective portion of the Improvements, common structural elements, fixtures, items of personal property or other real or personal property. Contractor shall have the sole right to determine whether the defect shall be corrected by repair or replacement. In addition, at Contractor's sole option, rather than repairing or replacing the defective item, Contractor may pay Buyer the amount by which the value of the Improvements has decreased as a result of this defect. In no event shall the Contractor be liable to Buyer or another person or entity for consequential or exemplary damages or personal injuries arising from a breach of the sole warranties. Buyer hereby acknowledges that: (i) the Sole Warranties shall not apply if the defective portion of the Improvements, common structural 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 Contractor or from an accident, casualty or physical alteration or modification; and (ii) the Sole Warranties are further conditioned upon routine maintenance being performed by Buyer. Normal swelling, expansion, and contraction of materials and construction, and any cracks appearing as a result thereof or as a result of settlement of, in or on the Improvements shall not be deemed to be construction defects.

10.5 The provisions of this Article shall survive the consummation of this Contract.

#### ARTICLE 11. ARBITRATION OF DISPUTES

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any dispute (whether contract, warranty, tort, statutory or otherwise) including, but not limited to, (I) any and all controversies, disputes or claims arising under, or related to, this Agreement, the Property, or any dealings between the Buyer and Builder (with the exception of "consumer products" as defined by the Magnuson-Moss Warranty-Federal Trade Commission Act, 15 U.S.C. \*2301 et seq., and the regulations promulgated there under); (II) any controversy, dispute or claim arising by virtue of any representatives, promises or warranties alleged to have been made by Builder or Builder's representative; and (Ill) any personal injury or property damage alleged to have been sustained by Buyer on the Property or in the subdivision, shall first be submitted to the mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. et seq.) Or, if inapplicable, by similar state statute and not by or in a court of law. All decisions respecting the arbitrability or any dispute shall be decided by the arbitrator. The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate. If the dispute is not fully resolved by mediation, the dispute shall be submitted to binding arbitration before the AAA in accordance with the Commercial or Construction Industry Rules, as appropriate, and judgment upon the award rendered by the arbitrator can be entered into and enforced by any court having jurisdiction over the matter. Unless otherwise provided by law, the cost of Mediation shall be borne equally by the Builder and Buyer. Buyer and Builder specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this paragraph shall survive (I) the Closing of the purchase of the Property; (II) the termination of this Agreement by either party; or (III) the default of this Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph. Buyer and Builder shall further agree (I) that any dispute involving Builder's director's officers, employees and agents shall be resolved as set forth herein and not in a court of law; (II) That Builder shall have the option to include its subcontractors and suppliers as parties in the mediation and arbitration; and (Ill) that the mediation and arbitration will be limited to the disputes involving the parties specified herein, including any warranty company and Insurer.

#### ARTICLE 12. TERMINATION OF THE CONTRACT

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- 12.1 If the Buyer or the Contractor shall default on this Contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party 'for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Buyer, the earnest money herein mentioned shall be applied to the legally ascertained damages.
- 12.2 In the event of a default by the Buyer or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.
- 12.3 In the case of a defaulting Buyer, the Contractor may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Contractor may make claim to the Buyer for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment, and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money. Buyer hereby consents that subsequent to C.O., or any other final approval of construction issued by local government, any claim by Buyer against Contractor for defaulting on the contract related to any additional work Buyer deems necessary to satisfy Contractor's contractual obligation must be listed in the punch list or disputed punch list as described in Article 14.

LISTING SUCH ADDITIONAL WORK DESIRED BY THE BUYER PURSUANT TO ARTICLE 14 IS A CONDITION PRECEDENT TO ANY ASSERTION BY THE BUYER THAT THE CONTRACTOR HAS DEFAULTED ON THE CONTRACT AS A RESULT OF FAILING TO PERFORM THE IDENTIFIED ADDITIONAL WORK.

#### **ARTICLE 13. ATTORNEY FEES**

In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses.

## ARTICLE 14. ACCEPTANCE

Within five (5) days of notification by Contractor that all work is substantially complete, Buyer and Contractor shall jointly inspect the improvements performed by Contractor under this Contract and prepare a written "Punch List" specifying any additional work Buyer deems necessary to satisfy Contractor's contractual obligation. In the event there are items that Buyer desires to include on the "punch list" to which Contractor does not agree, said items shall be placed on a separate "disputed punch list" which Contractor and Buyer shall both sign.

IF ANY ITEM LISTED IS ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN CONTRACTOR'S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR HOME IN THE COUNTY WHERE THE IMPROVEMENTS ARE LOCATED), CONTRACTOR WILL BE OBLIGATED TO CORRECT THOSE DEFECTS AT CONTRACTORS COST WITHIN A REASONABLE PERIOD. ANY SUCH INCOMPLETE OR DEFECTIVE ITEMS NOT SO LISTED THAT ARE APPARENT OR VISIBLE SHALL BE DEEMED ACCEPTED BY THE BUYER AND ANY CLAIM RELATED THERETO FOREVER WAIVED. THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY AND COMPLETION. BUYER SHALL HAVE NO RIGHT TO REQUIRE ESCROWS OR HOLDBACKS OF CLOSING FUNDS, AND NONE WILL BE PERMITTED. IF THE BUYER FAILS TO TAKE ADVANTAGE OF THIS INSPECTION ON THE TIME AND DATE SCHEDULED BY THE CONTRACTOR, THE BUYER SHALL BE DEEMED TO HAVE WAIVED THEIR RIGHTS TO SUBMIT A PUNCH LIST TO THE CONTRACTOR.

Neither the fact that Contractor may have to complete the work contemplated under the "punch list", nor the existence of a "disputed punch list", shall delay or postpone the obligation of Buyer to pay the balance of the Contract Price nor shall the 'foregoing grant Buyer the right to have any portion of the Contract Price placed in escrow pending completion of those items.

## **ARTICLE 15. OCCUPANCY**

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Buyer hereby grants to Contractor an exclusive leasehold on the real property described herein, effective upon execution of this agreement and continuing until substantial completion of construction, and payment in full to the Contractor. Buyer shall not occupy the structure until the Contract Price, including any increases as the result of change orders are paid in full to the Contractor. In the event Buyer occupies the property prior to making final payment to the Contractor, then Buyer shall be deemed to have APPROVED AND ACCEPTED all labor, services and materials, as well as Contractor's performance hereunder as being complete and any punch list or disputed punch list items identified in Article 14 shall be deemed waived by Buyer.

#### ARTICLE 16. DISCLOSURE OF AGENCY

The sales representative in connection with this transaction may or may not be an employee of Builder. Therefore, no agency relationships are intended to be created or will be created between Builder's Sales Representative and Buyer or any real estate broker or agent that is employed on behalf of Buyer. Further, no sub-agency relationships are intended to be created or will be created between Builder and any real estate brokers or agent that is employed on behalf of Buyer in this transaction. See Agency Disclosure for information concerning the description of terms, agency relationships and the duties and obligations of agents. If any other real estate broker or real estate agent claims any commission or fee in connection with this transaction, the party who brought such broker or agent into the transaction shall be solely responsible for any and all such claims, and shall indemnify and save the other party harmless there from as to all loss, cost, damage or expense, including without limitation, attorney's fees and costs, including attorney's fees incurred upon any appeal.

## NEW CONSTRUCTION BROKER COMPENSATION DISCLOSURE FORM

Broker hereby discloses to buyers who enter into a building contract for construction on the buyer's home site, and to buyers of vacant residential home sites, that broker's compensation typically is paid by Builder/builder/developer, on the purchase price of the home built on the buyer's home site or the purchase price of the purchased home site plus the home built on the home site. Brokers duties to buyers relating to the home site sale and/or construction include those listed on the State of Florida required Brokerage Relationship Disclosure Forms provided to each buyer. In addition, Broker may offer the following services to buyers:

Information on builders

Information on preferred builder's programs

Communication enhancement with the builder and other vendors

Aid in coordinating closing

Broker may offer information regarding:

Options, Pest & Building inspectors, Home site selection, Lenders& appraisers, Square footage, Engineers or surveyors, Floor plan, Decorators, Attorneys or title companies, and Other vendors as required by the buyer.

Broker's information and services are designed to assist or advise buyers as appropriate in order to help buyers achieve their desired result as regards to new construction. Buyers always reserve final decisions as to the selection of builders, vendors, and options and are free to accept or reject any recommendations from the Broker.

## ARTICLE 17. HOMEOWNERS' ASSOCIATION; COMMUNITY DEVELOPMENT DISTRICT:

If Applicable, Buyer hereby acknowledges that they have been furnished and have read a copy of the Declaration of Covenants, Conditions, and Restrictions, the Bylaws and Articles of Incorporation, together with any amendments or supplements to these instruments, applicable to the subdivision within which the Property is located and to the association which has powers and responsibilities with respect to the subdivision. Buyer accepts these documents and agrees to be bound by their provisions and acknowledges that common areas and facilities, if any, described in the Declaration have been or will be conveyed to and owned by an incorporated association or will be owned by all homeowners, including Buyer, as tenants in common in undivided shares, as the documents provide. If any related

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document is recorded subsequent to this Agreement and prior to Closing, a copy of said document will be delivered to Borrower. Buyer agrees to be bound by the regulations, Articles of Incorporation, Bylaws and Declaration of the association, if any, and agrees to pay the assessments established by such association for the maintenance and upkeep of the common elements and recreation areas and other services provided by the association. Buyer expressly acknowledges having been afforded the opportunity to review any association documents not listed in this Agreement.

#### **SUMMARY:**

- a) As a purchaser of property in this community, you will be obligated to be a member of an association.
- b) There have been or will be recorded restrictive covenants governing the use and occupancy of properties in this community.
- c) You will be obligated to pay assessments to the association, which assessments are subject to periodic change.
- d) Your failure to pay these assessments could result in a lien on your property.
- e) There ( ) is  $\underline{(x)}$  is not an obligation to pay rent or land use fees for the recreational or together commonly used facilities as in an obligation of membership in the association. The current obligation is \$ N/A payable N/A
- f) The restrictive covenants ( ) can (x) cannot be amended without the approval of the association membership.
- g) The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents.
- h) These documents are matters of public record and can be obtained from the record office in the county where the property is located.

Builder may or may not be the Buyer and developer of the subdivision in which the property is located and therefore has no control over the policies and procedures of the association or use of the subdivision amenities. In addition, Buyer acknowledges that Builder has no control over the development of amenities that have not yet been constructed and makes no warranties with respect thereto.

BUILDER DISCLOSURE PURSUANT TO CHAPTER	689.26, FLORIDA STATUTES. BUYER HEREBY
ACKNOWLEDGES THAT, PRIOR TO EXECUTION C	OF THIS AGREEMENT, BUILDER ADVISED BUYER
NOT TO EXECUTE THIS AGREEMENT UNTIL THE	Y HAVE RECEIVED AND READ THE DISCLOSURE
SUMMARY FOR	WHICH BUILDER HAS PROVIDED, AS REQUIRED
BY SECTION 689.26, FLORIDA STATUTES.	

## ARTICLE 18. NOTICE OF NON-REPRESENTATION

Florida Real Estate licensees are required by law to disclose which party they represent in a transaction. The purpose of this paragraph is to acknowledge that the disclosure occurred and is based upon Florida Law (Chapter 475, Florida Statutes) Listing Agent(s) act as Transaction Brokers under this agreement unless otherwise agreed to in writing as other Agency representation.

You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you decide on representation.

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## ARTICLE 19. INSULATION DISCLOSURE

The insulation Location	Type Thickness	R-value
Exterior Walls	<u>RMAX</u> <u>.075 in</u>	<u>R5</u>
Other Walls	KRAFT 6.5 in	<u>R19</u>
Ceilings	KRAFT 10.5 in	<u>R30</u>
Non-slab Floors		

#### ARTICLE 20. ENERGY-EFFICIENCY RATING DISCLOSURE

Florida law gives the Buyer the right to have the energy-efficiency rating determined for any building located on the Real Property. Should Buyer wish to have the building rated, Buyer must arrange to have the energy-efficiency rating determination performed at Buyer's expense.

## **ARTICLE 21. FIBERGLASS INSULATION**

Fiberglass (also known as glass wool) is used for insulation in the home you are purchasing. The US Department of Health and Human Services ("HHS") has listed fiberglass as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

## ARTICLE 22. STATUTORILY REQUIRED PROVISIONS:

FLORIDA HOMEBUYERS' CONSTRUCTION RECOVERY FUND. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEBUYERS' 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 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 1940 N. Monroe Street

## Tallahassee, Florida, 32399-2202 Telephone: 850487-1395

WAIVER OF STATUTORY RIGHT TO ESCROW. PURSUANT TO SECTION 501.1375, FLORIDA STATUTES, IF CONTRACTOR BUILDS MORE THAN TEN (10) RESIDENTIAL UNITS PER YEAR, THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER. BY THIS AGREEMENT, BUYER DOES HEREBY WAIVE THIS STATUTORY RIGHT.

CHAPTER 558 NOTICE OF CLAIM: CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 0! ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO

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CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANV OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTREST.

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN THE 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.

#### ARTICLE 23. MISCELLANEOUS PROVISIONS

- 23.1 INTEGRATION CLAUSE: This Contract, and the added Contract Documents, constitute the complete agreement between the parties and may not be changed except in writing signed by all parties hereto. ORAL REPRESENTATIONS BY EITHER PARTY ARE NOT BINDING AND HAVE NOT BEEN RELIED UPON BY EITHER PARTY IN ENTERING INTO THIS AGREEMENT.
- 23.2 CONTROLLING PROVISIONS AND HEADINGS: All handwritten or typewritten provisions herein shall control over any printed provisions in conflict therewith, unless otherwise provided. The headings on each paragraph are for the sole convenience of the parties and shall not be construed to be a part of this Contract.
- 23.3 CONSTRUCTION AGAINST THE DRAFTER: Should any provision of the Contract be deemed to be ambiguous, the parties hereby agree that there shall be no implementation of the rule of construction against the drafter as each party had adequate opportunity to contribute to the drafting of this document prior to signing and either may be responsible for any ambiguity.

ARTICLE 24. SELLING BROKER: Based solely on Buyer's representation, the broker named below was the

procuring cause of Buyer's decision to enter into this Agreement. (Selling Agent)			
Broker:	_Address		
Agent:	Phone	Email	

## **ARTICLE 25. FUNDS**

All funds deposited with Builder pursuant to this Agreement shall be payable in U.S. Dollars and in cash, check, certified funds, or wire transfer. Any funds paid by Buyer under the terms of this Agreement to Builder through a check are accepted by Builder subject to collection. Buyer acknowledges that Builder shall have the right to deposit such checks without such action being deemed acceptance of this Agreement. If any such checks are not paid by the bank after acceptance of this Agreement, the Builder shall have the right to cancel this Agreement.

## ARTICLE 26. ADDENDA

This Agreement consists of _	() pages and the following Addenda which are attached hereto and made a
part of this Agreement.	

## ARTICLE 27. OFFER TO PURCHASE/EFFECTIVE DATE

This Agreement is an offer by Buyer to purchase in accordance with the terms and conditions provided herein, and shall not be binding upon Builder until such time as Division Officer of Builder has executed this Agreement. The date of such acceptance is the Effective Date of this Agreement.

Initialed by: Buyer	Contractor EC. Date	Page   15
illitialed by, buyer _		rage   13

2.

# ACKNOWLEDGMENT OF THE RECEIPT OF PAYMENTS AND ACCEPTANCE OF THE EXECUTED CONTRACT

By \_\_\_\_\_

Addendum # \_\_\_\_\_

# Contract Addendum Addendum Date \_\_\_\_\_\_ Contract Date \_\_\_\_\_\_ Lot: \_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_\_ Model \_\_\_\_\_\_ Contract Date \_\_\_\_\_\_\_

Buyer(s)	
Addendum Items: Base Price (Check One)	\$
WOOD CABINETS	\$
GRANITE COUNTERTOPS LEVEL 3	\$
CLEARING ALLOWANCE.	\$
FILL DIRT ALLOWANCE	\$
LANDSCAPING ( ) NO LANDSCAPING ( ) PACKAGE	\$
STONE ( ) NO STONE ( ) FRONT OF HOUSE	\$
FLATWORK	\$
NO DORMERS	\$
MONOLITHIC SLAB	\$
94' WALLS	\$
CROWN MOLDING IN THE GREAT ROOM	\$
APPLIANCE ALLOWANCE	\$
FLOORING	\$
BASEBOARDS	\$
BABY HOWIE TRIM	\$
PANEL DOORS	\$
HOT WATER HEATER (TANKLESS Y / N )	\$
TOILET DRAIN/SUPPLY & SINK PLUMBING	\$
REAR LANAI ( ) PATIO ( )	\$
BATHROOM VANITIES	\$
400 AMP SERVICE- 2 200 AMP BOXES	\$
FRONT DOOR 2 SIDELIGHTS	\$
Addendum Total	\$
Total Sales Price	\$

Initialed by: Buyer \_\_\_\_\_ Contractor <u>EC.</u> Date \_\_\_\_\_

## MODERN DAY CONSTRUCTION SERVICES INC.

LIC. CGC1537266

moderndayconst.info@gmail.com

1044 NW 69th St Ocala FL 3447

PLEASE BE ADVISED THAT NOT ALL ADDENDUM ITEMS CAN BE GIVEN VALUE ON THE APPRAISAL. IF THE ABOVE LISTED

ITEMS ARE APPROVED BY THE SELLER, THE BUYER(S) AGREE TO PAY CASH FOR THESE ADDENDUM ITEMS IN THE EVENT THE APPRAISAL DOES NOT MEET THE SALES PRICE.

THE SELLER MUST APPROVE ALL CHANGES.

ANY UNAUTHORIZED CHANGES WILL NOT BE WARRANTED BY THE SELLER BY SIGNING THIS ADDENDUM, THE BUYER(S) ACKNOWLEDGES AND AGREES TO THESE ITEMS.

Buyer(s)		
1.		
2.		Date
Contract	or	
Modern	Day Construction Services Inc. Lic. CGC1357266	
By		Date

Initialed by: Buyer \_\_\_\_\_ Contractor <u>EC.</u> Date \_\_\_\_\_

6300 SE 41<sup>st</sup> Ct. Ocala, FL 34480 352-622-1129 Office 352 629-1121 Fax 352 266-7325 Cell website: raysconstructionofocala.com email: Raysconstruct@aol.com Lic. # CBC058061

# RESIDENTIAL CONSTRUCTION CONTRACT AGREEMENT AND SPECIFICATIONS

## **FOR**

ANTOINETTE HUNT 434 NW 6TH TERR OCALA, FL 34475 Antoinette Hunt 352 286-6793

IS AN AGREEMENT made and entered into on 03/10/2024, by and between **Ray's Construction of Ocala, Inc.**, hereinafter call the "Builder" and **Antoinette Hunt**, hereinafter called the "Owner(s)".

## WITNESSES:

That the Builder and Owner(s) each in consideration of the covenants of the other hereinafter contained agree as follows; PROJECT ADDRESS: 650 NW 5<sup>TH</sup> Ave Ocala PARCEL # 2865-013-001

1. PLANS AND SPECIFICATIONS: Builder will construct an approximately 1,311 (+/-) sq. ft. residential block structure as per plans submitted to meet Florida Southern Building Codes.

The specifications are as follows:

## 3 Bedroom 2 Bath Split plan

- 1. PLANS- N/A.
- 2. PERMITS- Obtain the Building, Plumbing, Electrical, HVAC, Well, Septic Permits.
- 3. FOUNDATION- Build a 12" X 20" Monolithic foundation, to code.
- 4. TERMITE TREATMENT- Pretreat foundation for subterranean termites.
- 5. EXTERIOR WALLS- 8' concrete blocks with steel reinforcements, to code.
- 6. TRUSS- Install pre-engineered truss with pitch per plan.
- 7. SUB FACIA- Install 2 x 6 spruce.
- 8. SOFFITS-Vented aluminum soffits.
- 9. SHINGLES- 30 Fungus Resistant year warranted **Dimensional** shingles.
- 10. RIDGE VENT- 20 to 40 feet of aluminum ridge vent.
- 11. WINDOWS- ALL COLONIAL Double Insulated Low "E" with screens.
- 12. EXTERIOR DOORS- Per plan, Two insulated exterior doors w/ a decorative front and one 5' SGD.
- 13. EXTERIOR FINISH- Stucco block complete, with decorative front accents with stucco bands or decorative stones.
- 14. EXTERIOR PAINT- Apply two coats of exterior paint.
- 15. INTERIOR WALLS- 2X4 Stud walls (16" O.C).
- 16. INTERIOR INSULATION- R-5 Insulation board on block, R-30 in ceiling.
- 17. INTERIOR CEILING- (Per plan) Cathedral Ceilings per plans.
- 18. INTERIOR FINISH- ½" Drywall with knock-down texture thru out.
- 19. INTERIOR TRIM- Wood 3 ½" baseboards.
- 20. INTERIOR DOORS- Painted large panel 6'8" interior doors.
- 21. INTERIOR PAINT- Apply two coats of vinyl latex semi-gloss or low luster paint, to include **trim painting**.
- 22. SHELVING- Closet Maid coated continuous shelving in closets.
- 23. HARDWARE- Kwik set interior and exterior locks lever locks, color per customer.
- 24. FLOORING- Luxury Vinyl Planks (WP) in main & Carpet bdrms
- 25. SHOWERS- Install 1 piece units in baths (tub or shower).
- 26. LIGHT FIXTURES- Install fan boxes in all rooms, with fan light in master & liv rm. \$600 allowance for fixtures.
- 27. PLUMBING- Standard Briggs white or bone and 2 or 3 hose bibbs. Chrome Fixtures

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- 28. CENTRAL HEAT& AIR- Lennox Energy Saving Heat Pump to code.
- 29. CABINETS- Wood w/ raise panels custom cabinet and upgraded formica counter tops.
- 30. APPLIANCES-\$1,000 appliance allowance for all kitchen appliances. Refrigerator Not Included.
- 31. LANDSCAPING- General grading and min 5,800 sq. ft. for shrubs and mulch.
- 32. Miscellaneous- Door bell, Marble window sills, smoke alarms, door stops, 2 TV jacks, Dead bolt locks, rocker switches, 200 Amp Service Panel.
- 33. Utitlities- Connect to City water and Sewer. Impact Fees Included.
- 34. DRIVEWAY- 12' X 30' Driveway and apron.

Any additions, deletions, or other changes as the parties may hereafter agree to, shall be made by written change order and signed by both parties to this agreement and shall specify any changes in price, if applicable, resulting from said change order.

CONTRACT PRICE AND METHOD OF PAYMENT: Owner(s) shall pay builder for said construction the basic sum of \$ 159,900 and any additional costs shall be paid in U.S. funds and in accordance with the Lender's Construction Draw Schedule.

- 4. COMMENCEMENT OF CONSTRUCTION: Builder will commence construction upon authorization by Owner(s). Construction shall be completed by the builder within a reasonable time estimated by the parties at 120 days and not to exceed 150 days from the day permit is issued. However, it is recognized that building materials desired for use may not be available and delays caused thereby shall not be counted as part of the time provided, nor shall delays caused by strikes or acts of God. Also, change orders made on the home, may delay construction and add to the time of construction.
- 5. PERMITS: Builder shall obtain and pay for all permits necessary to the execution and completion of the work within 30 to 45 days of closing. Builder shall also comply with all laws and requirements bearing on the conduct of the work.
- 6. RISK OF LOSS: Buyer shall obtain adequate builder's risk to insure home and property against Vandalism or acts of God that will result in a loss of material or structure during construction. The Builder agrees to carry adequate insurance to cover personal and public property damage to cover any claims for injury or damage arising out of the performance of the Agreement. The liability insurance limits will comply with all requirements of the City and the State of Florida.
- 7. WARRANTY: All materials shall be new and of good quality and all labor performed in good workmanlike manner. The Builder shall observe and obey all rules, regulations, and laws pertaining to such construction including minimum building codes and regulations. Builder shall permit Owner(s) and owner's representative to inspect all work and materials at ALL reasonable times and shall, after receiving notice verbally or in writing prior to final acceptance by owner, remove all defective materials and rework all defective work. The same shall apply to any work or materials found to be unsatisfactory by a public official's inspection.

In no event shall Owner(s) be charged for replacing defective material or reworking defective work. Builder shall guarantee all materials and workmanship performed by a builder, hired contractors, for a period of one (1) year from completion, except for items covered by the manufacturer's warranties, which may be longer.

8. CONSTRUCTION LIEN LAW: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDED MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOW

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AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOU CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOU CONTRACTOR, YOU CONTRACTOR MAY ALSO HAVE A LIEN ON YOU PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOU WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATED IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PAY YOU WITH A WRITTEN RELEASE OF LIEN FROM AN PERSON OR COMPANY THAT HAS PROVIDED TO YOU A NOTICE TO OWNER. FLORIDA'S CONSRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

- 9. ASSIGNMENT: The rights and /or obligations hereunder shall not be reassigned and/or transfer without the prior written consent of the parties hereto.
- 10. ATTORNEY'S FEES: In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
- 11. FINAL CLEANUP: Upon completion the Builder will clear the building and area of any debris or building wastes.

This Agreement shall be binding upon the parties hereto, their heirs, successors, or assigns upon commencement of construction.

## 

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## Florida's Construction Lien Law

## Protect Yourself and Your Investment

According to Florida law, 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. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. This means that if a lien is filed against your property, your property could be sold against your will to pay for labor, materials, or other services which your contractor may have failed to pay. This document provides information regarding Florida Statute 713, Part 1, as it pertains to home construction and remodeling, and provides tips on how you can avoid construction liens on your property.

## **Protecting Yourself**

If you hire a contractor and the improvements cost more than \$2,500 (or for the repair or replacement of an existing heating or air conditioning system \$7,500 or more) you should know the following:

- You may be liable if you pay your contractor and he then fails to pay his suppliers or contractors. There is a way to protect yourself. A Release of Lien is a written statement that removes your property from the threat of lien. Before you make any payment, be sure you receive this waiver from suppliers and subcontractors covering the materials used and work performed on your property.
- Request from the contractor, via certified or registered mail, a list of all subcontractors and suppliers who have a contract with the contractor to provide services or material to your property. If your contract calls for partial payments before work is completed, get a Partial Release of Lien covering all workers and materials used to that point.
- Before you make the last payment to your contractor, obtain an affidavit from your contractor that specifies all unpaid parties who performed labor or provided services or materials to your property. Make sure that your contractor provides you with the final releases from these parties before you make the final payment.
- Always file a Notice of Commencement before beginning a home construction or remodeling project. The local authority that issues building permits is required to provide this form. You must record the form with the Clerk of the Circuit Court in the county where the property being improved is located. Post a certified copy at the jobsite. (In lieu of a certified copy, you may post an affidavit stating that a Notice of Commencement has been recorded. Attach a copy of the Notice of Commencement to the affidavit.)
- The Building Department is prohibited from performing the first inspection if the Notice of Commencement, certified by the office of the Clerk of the Court, is not also filed with the Building Department. You can also supply a notarized statement that the Notice has been filed, with a copy of it attached. The Notice of Commencement notes the intent to begin improvements, the location of the property, a description of the work, and the amount of bond (if any). It also identifies the property owner, contractor, surety lender, and other pertinent information. Failure to record a Notice of Commencement or incorrect information on the Notice could contribute to your having to pay twice for the same work or materials.

## Notice To Owner

Prior to filing a lien, a lienor who does not have a direct contract with the owner must serve the owner with a Notice to Owner. The Notice to Owner must state the lienor's name and address, a description of the real property, and the nature of the services or materials being furnished. The Notice to Owner must be served before commencing, or within 45 days of commencing, to furnish the services or materials (but before the owner's final payment to the contractor). A lien cannot be enforced unless the

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lienor has served the Notice to Owner as described above.

## Whose Responsibility Is It To Get These Releases?

You can stipulate in the agreement with your contractor that he must provide all releases of lien. If it is not a part of the contract, however, or you act as your own contractor, YOU must get the releases. If you borrow money to pay for the improvements and the lender pays the contractor(s) directly without obtaining releases, the lending institution may be responsible to you for any loss.

## What Can Happen If I Don't Get Releases Of Lien?

You will not be able to sell your property unless all outstanding liens are paid. Conversely, a landowner can sometimes be forced to sell property to satisfy a lien.

## Who Can Claim a Lien On My Property?

Contractors, laborers, materials suppliers, subcontractors, and professionals such as architects, landscape architects, interior designers, engineers, or land surveyors all have the right to file a claim of lien for work or materials. Always require a release of lien from anyone who does work on your home.

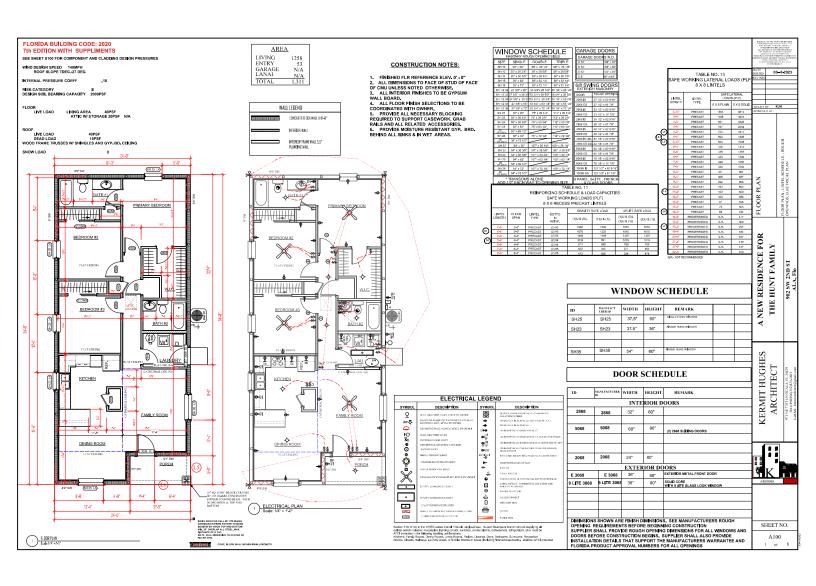
## Contesting a Lien

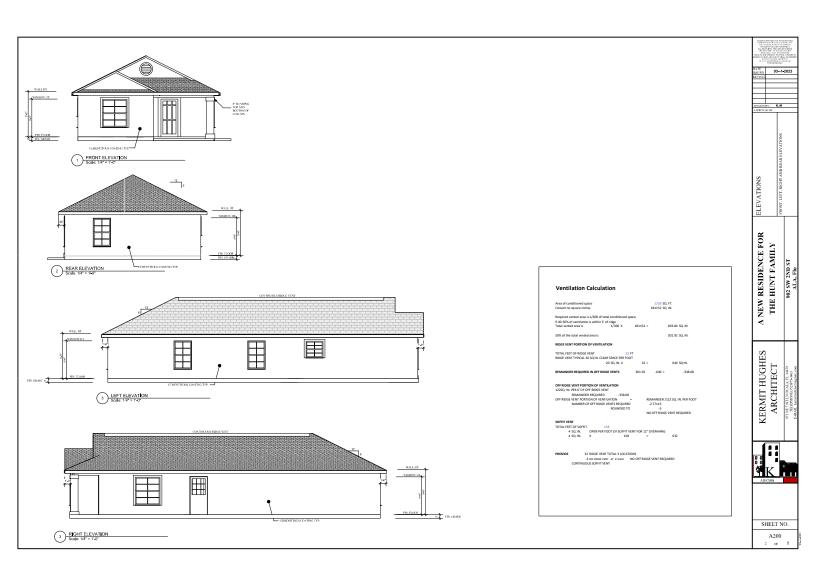
A lien is valid for one year, unless a lienor files a lawsuit to enforce the lien prior to the expiration of the year. An owner has a right to file a Notice of Contest of Lien during the one year period. Upon the filing of a Notice of Contest of Lien, a lienor must file a lawsuit to enforce the lien within 60 days. Failure of the lienor to file a timely lawsuit renders the lien invalid.

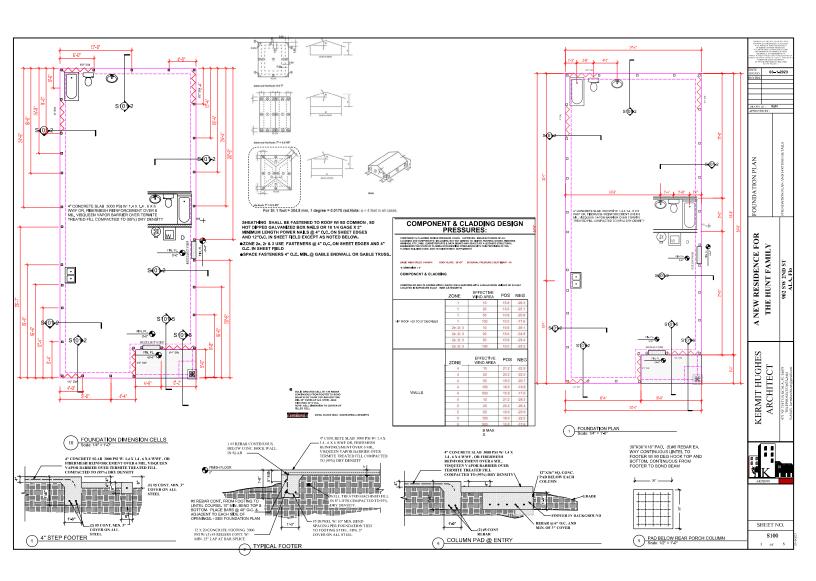
THE CONSTRUCTION LIEN LAW IS COMPLEX AND CANNOT BE COVERED COMPLETELY IN THIS DOCUMENT. WE RECOMMEND THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

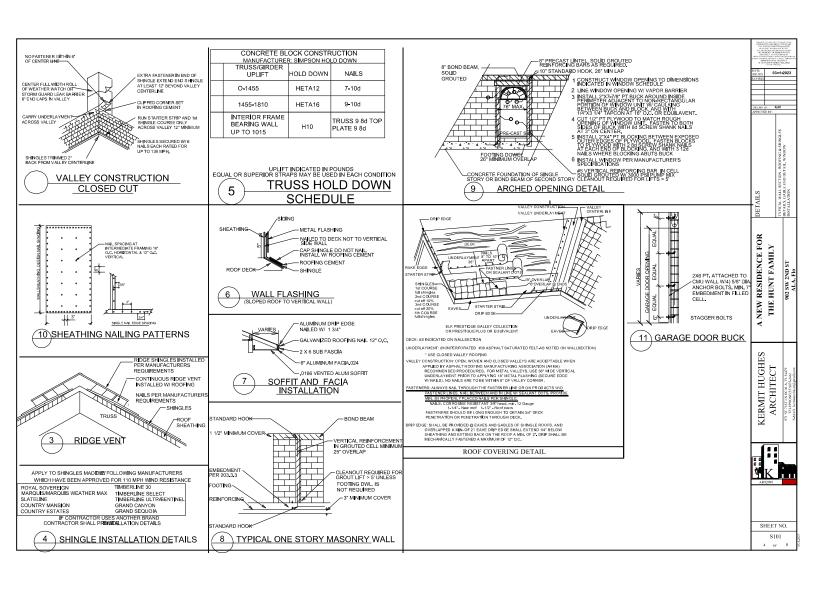
To register a complaint (or to learn if complaints have been filed against a prospective contractor) contact the Florida Department of Business and Professional Regulation's (DBPR) Customer Contact Center at 850-487-1395, CallCenter@dbpr.state.fl.us or write to Florida Department of Business and Professional Regulation at 1940 North Monroe Street, Tallahassee, Florida 32399-1027. License verification is available 24 hours a day/7 days a week by calling the Customer Contact Center at 850-487-1395 or at www.MyFloridaLicense.com. You may also contact your local Building Department or the Better Business Bureau.

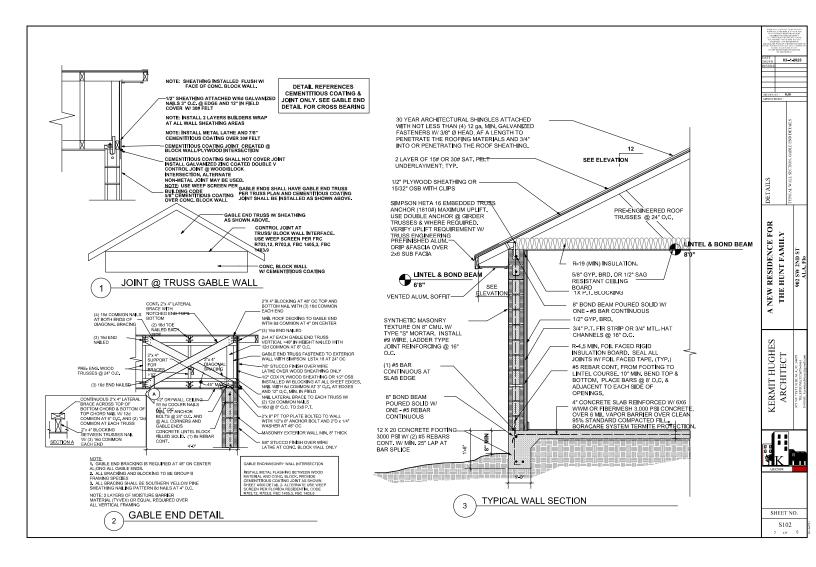
Owner Signature	- Print	Date
Owner Signature	- Print	 Date











Jimmy H. Cowan, Jr., CFA

# Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

## 2024 Property Record Card

# Real Estate

2865-013-001

GOOGLE Street View

Prime Key: 1227135 <u>Beta MAP IT+</u> Current as of 7/26/2024

**Property Information** 

ACG3 LLC

1901 E SILVER SPRINGS BLVD

OCALA FL 34470-6918

<u>Taxes / Assessments:</u>

Map ID: 179

Millage: 1001 - OCALA

M.S.T.U.

PC: 00

Acres: .17

Situs: Situs: 650 NW 5TH ST OCALA

## 2023 Certified Value

Land Just Value	\$4,845
Buildings	\$0
Miscellaneous	\$0
Total Just Value	\$4,845
Total Assessed Value	\$1,542
Exemptions	\$0
Total Taxable	\$1,542
School Taxable	\$4,845

Impact Ex Codes:

(\$3,303)

<u>History of Assessed Values</u>

Year	<b>Land Just</b>	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$4,845	\$0	\$0	\$4,845	\$1,542	\$0	\$1,542
2022	\$3,825	\$0	\$0	\$3,825	\$1,402	\$0	\$1,402
2021	\$1,275	\$0	\$0	\$1,275	\$1,275	\$0	\$1,275

## **Property Transfer History**

Book/Page	Date	Instrument	Code	$\mathbf{Q}/\mathbf{U}$	V/I	Price
8204/0097	12/2023	62 DISTR	0	U	V	\$100
8203/1782	11/2023	07 WARRANTY	0	U	V	\$100
UNRE/INST	02/2014	71 DTH CER	0	U	V	\$100
<u>UNRE/INST</u>	06/2004	70 OTHER	0	U	I	\$100

## **Property Description**

SEC 18 TWP 15 RGE 22 PLAT BOOK E PAGE 006 DUNNS NW ADD OCALA

W 75 FT OF E 230 FT OF N 100 FT OF S 215 FT BLK 13

Land Data - Warning: Verify Zoning

UseCUseFrontDepthZoningUnits TypeRate Loc Shp PhyClass ValueJust Value000275.0100.0R275.00FF

Neighborhood 4707 - CLINES / DUNNS/TORREYS/ETC

		Miscellane	ous Improvements			
Nbr Units	Type	Life	Year In	Grade	Length	Widt
		<u> App</u>	raiser Notes			
	<b>Date Issu</b> 8/1/200			ompleted -	<b>Description</b> DEMOLITION	
	Nbr Units	Date Issu	Nbr Units Type Life  App  Plannin ** Per  Date Issued	Appraiser Notes  Planning and Building ** Permit Search **  Date Issued Date Co	Nbr Units Type Life Year In Grade  Appraiser Notes  Planning and Building ** Permit Search **  Date Issued Date Completed	Nbr Units Type Life Year In Grade Length  Appraiser Notes  Planning and Building ** Permit Search **  Date Issued Date Completed Description