HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING

OCTOBER 15, 2026, AT 6:30 PM
Cover Sheet

***NOTE** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)*

ITEM TITLE: Approval of Resolution CRA-R-2026-48 Approving the Six-Unit Single-Family Affordable Housing Sales Program and Standard Form Residential Sales and Closing Package **(Administration)**

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	**Department: CRA** ADMINISTRATION
CONSENT AGENDA	X	**Exhibits:** • **RESOLUTION CRA-R-2026-48** • **Exhibit "A" thru F attached**
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA-R-2026-48

SUMMARY: Six CRA single-family homes on CRA-owned residential lots; standardized buyer contract with Exhibits A-F for property information, specifications/floor plans, warranty, affordability restrictions, buyer assistance/closing costs, and required disclosures. Chapter 163, Part III, Florida Statutes, principally §§163.370, 163.371, 163.380 and 163.387, together with the approved Eatonville CRA Plan and applicable delegated authority.

FISCAL & EFFICIENCY DATA: No new expenditure is created solely by adoption of the form resolution. Each project expenditure or buyer assistance amount must be budgeted, legally available, consistent with the CRA Plan, and authorized under applicable funding requirements.

RESOLUTION CRA-R-2026-48

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE SIX-UNIT SINGLE-FAMILY AFFORDABLE HOUSING SALES PROGRAM AND STANDARD FORM RESIDENTIAL SALES AND CLOSING PACKAGE; MAKING FINDINGS OF CONSISTENCY WITH THE COMMUNITY REDEVELOPMENT PLAN AND CHAPTER 163, PART III, FLORIDA STATUTES; ESTABLISHING CONDITIONS FOR DISPOSITION OF CRA PROPERTY; AUTHORIZING IMPLEMENTATION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Eatonville Community Redevelopment Agency (the "CRA") is a public body corporate and politic created and operating pursuant to Chapter 163, Part III, Florida Statutes, and the powers lawfully delegated to the CRA; and

WHEREAS, the Community Redevelopment Act recognizes community redevelopment as an essential public purpose and authorizes community redevelopment agencies to carry out redevelopment activities in furtherance of an approved community redevelopment plan; and

WHEREAS, section 163.370, Florida Statutes, authorizes community redevelopment activities and the execution of contracts and instruments necessary or convenient to carry out the purposes of Chapter 163, Part III, subject to the powers delegated to the CRA; and

WHEREAS, section 163.387(6), Florida Statutes, authorizes redevelopment trust fund expenditures for eligible redevelopment purposes, including acquisition of real property in the redevelopment area and development of affordable housing within the community redevelopment area, when consistent with the approved community redevelopment plan; and

WHEREAS, the CRA has undertaken a six-unit single-family housing initiative on CRA-owned residential properties to promote reinvestment, homeownership, neighborhood stabilization, elimination or prevention of conditions contributing to slum or blight, and housing opportunities consistent with the CRA Plan; and

WHEREAS, section 163.380, Florida Statutes, authorizes a community redevelopment agency to sell, lease, dispose of, or otherwise transfer real property acquired for community redevelopment for residential and other authorized uses in accordance with the community redevelopment plan and subject to covenants, conditions, and restrictions, including covenants running with the land, determined necessary or desirable to carry out the purposes of Chapter 163, Part III; and

WHEREAS, section 163.380 further establishes procedures applicable before disposition of CRA real property, including public notice, availability of pertinent information, invitation and consideration of proposals, evaluation of the financial and legal ability of proposers, and, when applicable, notification of intention to accept a proposal to the governing body not less than thirty (30) days before acceptance; and

WHEREAS, the CRA desires to approve a standardized Eatonville CRA Six-Unit Single-Family Home Sales and Closing Package for use in presenting CRA homes to eligible purchasers, while requiring that each individual property disposition independently satisfy all applicable statutory, plan, procurement, funding, affordability, title, and governing-body requirements before execution and conveyance; and

WHEREAS, the CRA Board finds that use of a uniform sales package, together with recorded affordability and owner-occupancy restrictions when applicable, will promote transparency, consistent

treatment of purchasers, enforceability of public-purpose requirements, and orderly administration of the six-unit housing initiative; and

WHEREAS, the CRA Board finds that approval of this Resolution itself does not convey any parcel, select any purchaser, waive any requirement of section 163.380, Florida Statutes, or authorize expenditure of redevelopment trust fund revenues for any purpose not authorized by section 163.387 and the approved CRA Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. RECITALS AND FINDINGS. The foregoing recitals are true and correct and are incorporated into this Resolution as legislative and administrative findings of the CRA Board. The CRA Board further finds that the six-unit single-family housing initiative serves a valid community redevelopment purpose and is intended to implement objectives and projects authorized by the approved Community Redevelopment Plan.

SECTION 2. APPROVAL OF SIX-UNIT HOUSING SALES PROGRAM. The CRA Board approves the Eatonville CRA Six-Unit Single-Family Home Sales Program as a redevelopment and housing implementation initiative, subject to annual budget appropriations, available lawful funding, the approved CRA Plan, and all conditions contained in this Resolution.

SECTION 3. APPROVAL OF STANDARD SALES AND CLOSING PACKAGE. The CRA Board approves substantially in form the "Eatonville CRA 6-Unit Single-Family Home Sales and Closing Package," including Exhibits A through F addressing property/legal description, construction specifications and floor plan, builder warranty, affordability/owner-occupancy and resale restrictions, buyer assistance/closing-cost schedule, and required disclosures. The Executive Director is authorized to complete buyer-, parcel-, financing-, title-, construction-, and closing-specific blanks and attachments and to make non-material administrative revisions, subject to CRA/Town Attorney review. Any material change to the public-purpose restrictions, purchase-price methodology, affordability requirements, disposition method, or CRA financial obligation shall return to the CRA Board for approval unless previously delegated by lawful Board action.

SECTION 4. CHAPTER 163, PART III COMPLIANCE. No individual parcel shall be sold, contracted for sale, or conveyed unless staff and legal counsel document compliance with the requirements applicable to that disposition under Chapter 163, Part III, Florida Statutes, including section 163.380. Required steps shall include, as applicable: (a) confirmation that the proposed residential use and disposition are consistent with the CRA Plan; (b) establishment and documentation of the value of the property for disposition purposes using a reasonable method appropriate to the transaction and public interest; (c) publication of the notice required by section 163.380(3)(a) at least thirty (30) days before execution of a contract to transfer the property; (d) invitation and consideration of timely proposals and review of each proposer's financial and legal ability to perform; (e) selection of a proposal determined to be in the public interest and in furtherance of Chapter 163, Part III; and (f) when the CRA is not the governing body acting as the agency under section 163.357, filing the statutory notification of intention to accept the proposal with the governing body not less than thirty (30) days before acceptance.

SECTION 5. DISPOSITION TERMS AND PUBLIC PURPOSE. Each conveyance shall be on terms determined to be in the public interest and in furtherance of the CRA Plan. The CRA may impose covenants, conditions, restrictions, owner-occupancy requirements, affordability controls,

resale or recapture provisions, construction/completion obligations, anti-speculation restrictions, and prior-consent requirements to the extent authorized by law and approved by legal counsel. Such restrictions may be recorded and may run with the land when appropriate under section 163.380, Florida Statutes.

SECTION 6. AFFORDABILITY AND OWNER-OCCUPANCY CONTROLS. Before marketing or contracting for each home, staff shall identify the applicable household eligibility standards, maximum sales price or affordability methodology, owner-occupancy period, resale/recapture formula, permitted subordinate financing, leasing limitations, and monitoring requirements arising from CRA policy or any federal, state, county, SHIP, DPA, grant, loan, or other funding source. The applicable requirements shall be incorporated into the contract and recorded instruments as required. Nothing in this Resolution creates an affordability term or funding requirement that is not otherwise approved or legally applicable.

SECTION 7. REDEVELOPMENT TRUST FUND AND BUDGET COMPLIANCE. Any CRA expenditure associated with the program shall be charged only to a lawful redevelopment purpose authorized by the approved CRA Plan, the adopted CRA budget, and section 163.387, Florida Statutes. Staff shall maintain sufficient records to identify project expenditures and affordable housing expenditures for statutory financial reporting and audit purposes.

SECTION 8. REPORTING AND RECORDS. The Executive Director shall maintain a closing file for each of the six properties containing, as applicable, the statutory disposition notice and proof of publication, proposals received, evaluation/selection documentation, governing-body notification, valuation documentation, Board approvals, executed contract, affordability certifications, funding approvals, closing statement, deed and recorded restrictions. Program activity and expenditures shall be included in CRA reporting required by section 163.371, Florida Statutes, including applicable performance data and affordable-housing expenditures.

SECTION 9. CONDITIONS PRECEDENT TO EACH CLOSING. No closing shall occur until the Executive Director and CRA/Town Attorney, or their designees, have confirmed: clear authority to convey; satisfaction of the section 163.380 disposition process; satisfaction of any required CRA Board or Town governing-body action; availability and lawful use of funds; buyer eligibility; completion of required construction and inspections; issuance of a certificate of occupancy when applicable; title and survey acceptability; execution of all required affordability, assistance, warranty, and disclosure documents; and satisfaction of lender/title-agent closing requirements.

SECTION 10. AUTHORIZATION. The CRA Chair, Executive Director, Board Clerk, and other appropriate officials are authorized to execute and deliver documents and take administrative actions reasonably necessary to implement this Resolution and consummate Board-approved transactions, subject to the limitations stated herein and review for legal sufficiency by the CRA/Town Attorney.

SECTION 11. NO WAIVER; CONTROLLING LAW. Nothing herein waives sovereign immunity or any limitation of liability available to the CRA, Town, or their officials under Florida law. If a provision of the approved sales package conflicts with applicable law, a controlling funding requirement, or a duly adopted CRA or Town enactment, the controlling legal requirement shall govern, and the agreement shall be conformed accordingly.

SECTION 12. CONFLICTS. All CRA resolutions or portions thereof in conflict with this Resolution are repealed to the extent of such conflict.

SECTION 13. SEVERABILITY. If any section, sentence, clause, phrase, or provision of this Resolution is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

SECTION 14. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town of Eatonville Community Redevelopment Agency Board of Commissioners this ____ day of _____, 2026.

TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

By: _____
CRA Chair, Ruthi Critton
Date: _____

ATTEST:

By: _____
Town Clerk, Veronica King
Date: _____

_____
CRA/Town Attorney

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

TOWN OF EATONVILLE
COMMUNITY REDEVELOPMENT AGENCY

6-UNIT SINGLE-FAMILY HOME SALES & CLOSING PACKAGE

Master Residential Contract for Sale and Purchase + Exhibits A-F

Property / Unit No.	_____
Street Address	_____
Buyer(s)	_____
Contract Date	_____

IMPORTANT: This is a CRA-specific transaction package modeled on customary Florida residential sale-and-purchase concepts. It is not an official Florida Realtors/Florida Bar form and must be approved by the Town/CRA Attorney before use.

PROGRAM ADMINISTRATION / CLOSING CONTROL SHEET

Control Item	Entry / Verification
CRA Resolution / Authorization	_____
Disposition Notice Publication Date	_____
30-Day Period Satisfied	☐ Yes ☐ N/A - Attorney determination
Public Hearing (if required)	Date: _____ Resolution: _____
Buyer Eligibility Approved	☐ Yes Date: _____ By: _____
Income Category (if applicable)	☐ VLI ☐ LI ☐ MI ☐ Other: _____
Appraised / Public-Interest Value	$_____
Contract Sales Price	$_____
Buyer Assistance	$_____
Title / Closing Agent	_____
Lender / Loan Type	_____
Projected Closing Date	_____

RESIDENTIAL CONTRACT FOR SALE AND PURCHASE

Eatonville CRA Six-Unit Single-Family Housing Program

1. PARTIES AND AGREEMENT. The Town of Eatonville Community Redevelopment Agency ("Seller" or "CRA") agrees to sell, and the undersigned purchaser(s) ("Buyer") agrees to purchase the Property described in this Contract, together with the improvements and appurtenances, subject to the terms of this Contract and all incorporated Exhibits. Seller acts as a Florida community redevelopment agency and the transaction is subject to applicable public-law requirements and duly adopted CRA/Town approvals.

Buyer(s): _____

Property Address: _____

Parcel ID: _____

Unit / Lot No.: _____

2. PROPERTY. The legal description is contained in Exhibit A. The residence to be conveyed is a newly constructed single-family home substantially in accordance with Exhibit B, subject to approved field conditions, code requirements, governmental approvals, and permitted substitutions that do not materially diminish quality or functionality.

3. PURCHASE PRICE AND FUNDS. Purchase Price: $_____. Initial Deposit: $_____ due within ____ days after Effective Date. Additional Deposit (if any): $_____ due by _____. Buyer Assistance/Credits, if any, shall be only as stated in Exhibit E and approved closing documents. Balance shall be paid at Closing by wire transfer or other immediately available funds acceptable to the Closing Agent.

4. ESCROW. Deposits shall be held by the escrow agent identified below and disbursed only in accordance with this Contract, applicable law, and written escrow instructions. Escrow Agent: _____; Address: _____; Email/Phone: _____.

> **STATUTORY ESCROW LEGEND - INCLUDE WHEN F.S. §501.1375 APPLIES: 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.**

5. EFFECTIVE DATE AND CRA APPROVAL. The Effective Date is the date on which the last party signs after all approvals required by Seller have been obtained, unless the CRA/Town Attorney directs otherwise. No employee, broker, contractor, or staff member may bind Seller contrary to applicable delegation, resolution, procurement/disposition procedure, or law. If required approval is not obtained, Seller may terminate and return Buyer deposits without further liability.

6. FINANCING. This Contract is ☐ Cash ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other: _____. If financing is selected, Buyer shall make diligent and timely application within ____ days, furnish requested documentation, and use good-faith efforts to obtain loan approval. Loan amount: $_____; maximum interest rate (if used): ____%; term: ____ years. Financing approval deadline: _____. Unless waived in writing, failure of the financing condition in accordance with this paragraph permits timely termination and return of deposits, subject to lender-caused or Buyer-caused default provisions.

7. APPRAISAL. If required by Buyer's lender or selected here ☐, the Property must appraise at not less than the amount required by the financing program. Buyer shall promptly provide Seller evidence of any appraisal deficiency. The parties may agree in writing to a price adjustment, additional Buyer funds, or termination. Nothing requires Seller to reduce the approved sales price.

8. TITLE; SURVEY; PERMITTED EXCEPTIONS. Seller shall convey marketable title by the deed form approved by Seller's attorney, subject to recorded restrictions, utility and drainage easements, zoning, matters shown by survey, taxes for the year of Closing, and the affordability/owner-occupancy covenants in Exhibit D. The title commitment shall be provided by the party designated in Exhibit E or closing instructions. Buyer shall timely notify Seller of title objections and allow a reasonable cure period.

9. CLOSING; POSSESSION; PRORATIONS. Closing shall occur on or before _____, or within ____ days after issuance of the Certificate of Occupancy and satisfaction of lender/title conditions,

whichever formulation is selected by the parties in writing. Possession shall be delivered at Closing unless otherwise agreed. Taxes, assessments, utilities, association charges (if any), and other customary items shall be prorated as of Closing.

10. CONSTRUCTION COMPLETION. Seller shall cause the residence to be completed substantially in accordance with Exhibit B and applicable permits. Closing is conditioned on issuance of a Certificate of Occupancy or other lawful authorization for occupancy. Minor punch-list items that do not prevent safe and lawful occupancy shall not automatically delay Closing if Seller provides a reasonable completion plan.

11. INSPECTIONS AND FINAL WALK-THROUGH. Buyer may obtain, at Buyer's expense unless otherwise stated, a home inspection by a Florida-licensed or otherwise qualified inspector within ____ days after notice that the home is available for inspection. Buyer shall have a final walk-through before Closing to verify agreed corrections, included items, and general condition. Inspection rights do not authorize destructive testing without Seller's written consent.

12. BUILDER WARRANTY. The applicable builder warranty is attached as Exhibit C. Seller makes no warranty beyond warranties expressly stated in this Contract, Exhibit C, applicable law, and warranties assigned to Buyer at Closing. Manufacturer warranties shall be transferred or made available to Buyer to the extent transferable.

13. AFFORDABILITY; OWNER OCCUPANCY; RESALE CONTROLS. If Exhibit D is marked applicable, Buyer accepts the affordability, principal-residence, resale, recapture, refinancing, leasing, and compliance obligations stated there. Buyer authorizes recordation of a restrictive covenant, mortgage, note, declaration, or other instrument reasonably required to secure those obligations. Exhibit D controls over inconsistent general provisions of this Contract as to program restrictions.

14. BUYER ASSISTANCE AND CLOSING COSTS. The allocation of documentary stamps, recording charges, title charges, survey, lender costs, prepaid items, homeowner's insurance, inspections, taxes, and any CRA assistance or seller credit is stated in Exhibit E. No credit may exceed lender/program limits or generate cash back to Buyer except as expressly permitted by law and the applicable program.

15. CASUALTY; CONDEMNATION. If material casualty or condemnation occurs before Closing, Seller shall notify Buyer. The parties may agree to restoration, assignment of proceeds, extension, or termination. If the Property cannot reasonably be restored or lawfully conveyed by the Closing deadline, Buyer may terminate and receive return of deposits unless otherwise required by law or funding documents.

16. DEFAULT. If Buyer defaults after expiration or satisfaction of applicable contingencies, Seller may exercise remedies permitted by this Contract and law, subject to any public-entity limitations and escrow requirements. If Seller materially defaults, Buyer may seek return of deposits and any other remedy expressly available at law or equity, subject to applicable sovereign-immunity and statutory limitations. The Town/CRA Attorney shall approve any liquidated damages provision before program use.

17. ASSIGNMENT. Buyer may not assign this Contract or any right to purchase the Property without Seller's prior written consent. Any attempted assignment contrary to Exhibit D or program requirements is void to the extent permitted by law.

18. BROKERS. Buyer and Seller represent that the following brokers are involved, if any: Listing/Transaction Broker: _____; Buyer Broker: _____. Brokerage compensation, if any, shall be governed only by separate written agreement and applicable law and shall not be implied by this Contract.

19. PUBLIC RECORDS; ETHICS; NONDISCRIMINATION. Buyer understands Seller is a public agency subject to Florida public-records, ethics, and open-government requirements. Seller shall administer the program without unlawful discrimination. Buyer shall provide truthful eligibility and financing information and promptly disclose any material change affecting eligibility before Closing.

20. NOTICES. Notices shall be in writing and delivered by personal delivery, recognized overnight service, certified mail, or email to the addresses stated below, subject to any additional method required by law or program documents. Buyer Email: _____. Seller Notice Address/Email: _____.

21. ELECTRONIC SIGNATURES; COUNTERPARTS. Electronic signatures and counterparts may be used to the extent permitted by law and Seller policy. A complete electronically signed copy may be treated as an original.

22. ENTIRE AGREEMENT; ORDER OF PRECEDENCE. This Contract and Exhibits A-F constitute the parties' entire agreement concerning the sale, except separately executed financing, deed-restriction, and closing instruments. In case of conflict: (1) recorded affordability/assistance instruments; (2) Exhibit D; (3) written special provisions signed by both parties; (4) this Contract; and (5) the remaining Exhibits, unless a document expressly states otherwise.

23. SPECIAL PROVISIONS.

_____

_____

_____

24. REQUIRED DISCLOSURES. Buyer acknowledges receipt, before or at execution as applicable, of the disclosures checked in Exhibit F. For a new residential building, the energy performance level display card required by F.S. §553.9085 shall be included as an addendum to the sales contract. Additional federal, state, lender, title, insurance, or program disclosures shall be provided when applicable.

25. ATTORNEY REVIEW / NO LEGAL ADVICE TO BUYER. This form is intended for use only after approval by the Town/CRA Attorney. Seller's attorney represents Seller and does not represent Buyer. Buyer is encouraged to obtain independent legal, tax, insurance, inspection, and financial advice before signing.

BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT AND ALL APPLICABLE EXHIBITS BEFORE SIGNING.

BUYER 1: _____

Print: _____

Date: _____

BUYER 2: _____

Print: _____

Date: _____

SELLER: TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

By: _____

Title: _____

Date: _____

ATTEST / WITNESS (as required):

By: _____

Title: _____

Date: _____

EXHIBIT A

PROPERTY IDENTIFICATION AND LEGAL DESCRIPTION

Complete separately for each of the six homes; attach survey or legal-description exhibit when available.

Field	Property-Specific Information
Program Unit / Lot No.	_____
Street Address	_____
Parcel Identification Number	_____
Subdivision / Plat	_____
Lot / Block	_____
Orange County Official Records Reference	_____
Land Area (approx.)	_____
CRA Acquisition / Ownership Reference	_____

Legal Description

Insert the complete legal description from the current deed, title commitment, survey, or approved plat. Do not rely solely on the street address or parcel identification number.

_____

_____

_____

_____

_____

_____

_____

Survey / Site Plan Attachment

☐ Boundary survey attached.

☐ Site plan attached.

☐ No survey/site plan attached at contract; to be supplied before Closing.

Buyer Initials: _____ / _____ Seller Initials: _____

EXHIBIT B

CONSTRUCTION SPECIFICATIONS AND FLOOR PLAN

The final permitted plans and approved selections control where more specific than this summary.

Category	Minimum / Selected Specification
Model / Plan Name	_____
Living Area	Approx. _____ heated sq. ft.
Bedrooms / Bathrooms	_____ / _____
Garage	☐ 1-car ☐ 2-car ☐ Other: _____
Foundation / Structure	Per permitted plans and Florida Building Code
Exterior Finish	_____
Roofing	_____
Windows / Exterior Doors	Code-compliant; selected finish: _____
Interior Walls / Paint	_____
Flooring	_____
Kitchen Cabinets / Counters	_____
Appliances Included	_____
Plumbing Fixtures	_____
HVAC	Code-compliant system; manufacturer/model as installed
Water Heater	_____
Electrical / Lighting	Per permitted plans; fixtures: _____
Landscaping / Sod / Irrigation	_____
Driveway / Walks	_____
Accessibility Features (if any)	_____

Floor Plan

ATTACH THE APPROVED FLOOR PLAN FOR THE SPECIFIC HOME HERE. The attached plan should show room configuration and dimensions where available. Buyer acknowledges that field dimensions may vary modestly from plan dimensions due to construction tolerances and code/engineering requirements.

Selections and Substitutions

Seller/builder may substitute materials or equipment when an item is unavailable, discontinued, delayed, code-driven, or reasonably necessary to complete construction, provided the substitute is of reasonably comparable quality and functionality. Material changes to layout, bedroom/bath count, garage configuration, or other essential program features require written approval as required by Seller.

Included / Excluded Items

Included: _____

Excluded: _____

Buyer Initials: _____ / _____ Seller Initials: _____

EXHIBIT C

BUILDER WARRANTY AND NEW-HOME ORIENTATION

Replace or supplement this exhibit with the actual builder warranty before buyer execution if the builder uses its own approved warranty form.

1. Limited Builder Warranty

Builder: _____. Warranty commencement date: the earlier/later date specified in the attached builder warranty, generally tied to Closing, occupancy, or issuance of the Certificate of Occupancy. Warranty term: _____. Covered work and exclusions shall be governed by the builder's written warranty attached to this Exhibit. This summary does not expand the builder's warranty obligations.

2. Warranty Documents to Be Delivered

- ☐ Builder limited warranty booklet/certificate
- ☐ Roofing warranty information
- ☐ HVAC manufacturer warranty
- ☐ Water heater warranty
- ☐ Appliance warranties
- ☐ Window/door warranties, if provided
- ☐ Termite treatment/bond information, if applicable
- ☐ Other: _____

3. Warranty Service Procedure

Buyer shall submit warranty requests to: _____. Emergency contact: _____. Non-emergency requests should describe the issue, location, date observed, photographs if available, and reasonable access times. Buyer shall perform ordinary homeowner maintenance and take reasonable steps to prevent additional damage.

4. Final Orientation and Punch List

A new-home orientation/final walk-through will be scheduled before Closing. The parties may prepare a written punch list. Cosmetic conditions readily observable at the walk-through should be identified at that time. Latent defects and warranty-covered items remain governed by the written builder warranty and applicable law.

5. No Waiver of Nonwaivable Rights

Nothing in this Exhibit waives rights or obligations that cannot lawfully be waived. Any disclaimer, limitation, arbitration clause, or claim procedure in the builder warranty must be reviewed and approved for use in this public housing program by the Town/CRA Attorney.

Buyer Initials: _____ / _____ Builder/Seller Initials: _____

EXHIBIT D

AFFORDABILITY, OWNER-OCCUPANCY AND RESALE RESTRICTIONS

Program administrator must select the applicable funding/restriction track before execution. Unselected alternatives should be removed from the buyer execution copy.

PROGRAM TRACK: ☐ CRA-only affordability covenant ☐ Orange County/SHIP-assisted ☐ DPA-assisted ☐ Other: _____

1. Eligible Purchaser and Principal Residence

Buyer certifies that all eligibility information is true and complete and agrees to occupy the Property as Buyer's principal residence within ____ days after Closing and continuously during the Restricted Period, except for temporary absences or written exceptions permitted by the controlling program documents.

2. Income / Household Eligibility

Item	Approved Requirement / Buyer Data
Household Size	_____ persons
Applicable Income Limit	_____% AMI / $_____
Verified Household Income	$_____
Eligibility Determination Date	_____
Program Administrator Approval	_____

3. Restricted Period

The affordability/owner-occupancy restriction begins at Closing and continues for _____ years / until _____, unless the recorded assistance or funding documents require a different period. The recorded instrument controls.

4. Leasing and Non-Occupancy

During the Restricted Period, Buyer shall not lease, rent, license, or otherwise permit occupancy of the entire Property for compensation without prior written approval from the program administrator, except as expressly permitted by the controlling funding source. Short-term/vacation rental use is prohibited during the Restricted Period unless the recorded covenant expressly provides otherwise.

5. Resale / Transfer

Before any sale, conveyance, contract for deed, transfer of beneficial ownership, or other disposition during the Restricted Period, Buyer shall provide written notice to the CRA/program administrator and comply with the selected resale method below:

☐ Recapture Method: assistance is repaid from net proceeds in the amount/formula stated in the recorded mortgage/note or assistance agreement.

☐ Resale Restriction Method: resale is limited to an eligible purchaser and an affordable price determined under the attached/recorded formula.

☐ CRA Consent Method: transfer requires prior written CRA consent during the stated covenant period, consistent with applicable law and recorded restrictions.

☐ Other approved method: _____

6. Refinancing / Additional Liens

Buyer shall not refinance, obtain a home-equity loan/line, subordinate the CRA/program lien, or place additional voluntary liens on the Property during the Restricted Period without any consent required by the recorded assistance documents. Consent shall be evaluated under the applicable program, lender, and public-purpose requirements.

7. Default and Enforcement

A material violation may result in remedies stated in the recorded covenant, mortgage, note, assistance agreement, or applicable law, which may include repayment/recapture, injunctive relief, acceleration of assistance, or other approved remedies. No remedy is created by this Exhibit beyond what is lawfully authorized and documented at Closing.

8. Survival and Recordation

The applicable affordability covenant and assistance instruments shall survive Closing and may run with the land for the stated period. Buyer agrees to execute all documents reasonably required to evidence and secure the restrictions. F.S. §163.380 permits CRA dispositions to include covenants, conditions, and restrictions in furtherance of the redevelopment plan and public interest.

Buyer Initials: _____ / _____ Program Administrator: _____

EXHIBIT E

BUYER ASSISTANCE AND CLOSING-COST SCHEDULE

Complete only with approved amounts. All assistance remains subject to funding availability, lender approval, program eligibility, and executed assistance documents.

Source / Cost Item	Paid By	Amount / Cap	Notes
Purchase Price	Buyer	$_____	
Buyer Earnest Money	Buyer	$_____	Credited at Closing
CRA Purchase Assistance	CRA / Program	$_____	☐ Grant ☐ Deferred loan ☐ Forgivable ☐ Other
Orange County / SHIP / DPA Assistance	Program	$_____	If separately approved
Seller Closing-Cost Credit	Seller	$_____	Not to exceed lender/program limits
Lender Credit	Lender	$_____	
Title Search / Commitment	☐ Buyer ☐ Seller	$_____	
Owner Title Policy	☐ Buyer ☐ Seller	$_____	
Lender Title Policy	Buyer	$_____	If financed
Documentary Stamps on Deed	☐ Buyer ☐ Seller	$_____	Per approved closing instructions/law
Mortgage Doc Stamps / Intangible Tax	Buyer	$_____	If financed
Recording Fees	☐ Buyer ☐ Seller	$_____	
Survey	☐ Buyer ☐ Seller	$_____	
Appraisal	Buyer	$_____	Unless lender/program pays
Home Inspection	Buyer	$_____	Unless program pays
Homeowner Insurance / Prepaids	Buyer	$_____	
Property Tax / Escrow Prepaids	Buyer	$_____	
Other: _____	_____	$_____	_____

Assistance Conditions

Assistance is not cash payable directly to Buyer except as expressly authorized. Funds shall be shown on the settlement statement/Closing Disclosure and disbursed by the Closing Agent. If assistance is secured by a note, mortgage, covenant, or recapture agreement, those documents are incorporated into the transaction and control the repayment/forgiveness terms.

Estimated Funds Needed From Buyer

Calculation	Amount
Purchase Price	$_____
+ Estimated Buyer Closing/Prepaid Costs	$_____

Calculation	Amount
- Buyer Deposits	$_____
- Approved Assistance / Credits	$_____
- Loan Proceeds	$_____
ESTIMATED CASH TO CLOSE	$_____

This is a program estimate only. The lender/title agent’s final Closing Disclosure or settlement statement controls actual cash required at Closing.

Buyer Initials: _____ / _____ Program Administrator: _____

EXHIBIT F

REQUIRED DISCLOSURES AND BUYER ACKNOWLEDGMENTS

This checklist is a transaction-control exhibit; attach the actual disclosure forms when applicable.

Disclosure / Document	Required / Applicable	Received / Date
Energy Performance Level Display Card - F.S. §553.9085	Required for each new residential building as sales-contract addendum	☐ _____
Deposit Escrow Notice - F.S. §501.1375	Include if statutory definitions/applicability are met; attorney to confirm	☐ _____
Lead-Based Paint Disclosure	Generally, not applicable to newly constructed post-1978 home; include only if legally applicable	☐ N/A ☐ _____
Property Tax / Homestead Information	Buyer education / closing package	☐ _____
Homeowner Insurance / Flood Insurance Notice	As lender, insurer, flood-zone status, or law requires	☐ _____
Flood Zone / Survey Information	As title/lender/program requires	☐ _____
HOA / Community Disclosure	☐ Applicable ☐ Not Applicable	☐ _____
Builder Warranty	Exhibit C / actual builder form	☐ _____
Construction Specifications / Floor Plan	Exhibit B	☐ _____
Affordability / Owner-Occupancy Covenant	Exhibit D and recorded instrument if applicable	☐ _____
Buyer Assistance Note / Mortgage / Agreement	If assistance is repayable, forgivable, deferred, or secured	☐ _____
Closing Disclosure / Settlement Statement	At/Before Closing as applicable	☐ _____
Title Commitment / Owner Policy	Per Contract / closing instructions	☐ _____
Certificate of Occupancy	Before occupancy/Closing as required	☐ _____
Final Walk-Through / Punch List	Before Closing	☐ _____
Other: _____	_____	☐ _____

Energy Performance Acknowledgment

Buyer acknowledges that the certified energy performance level display card for the residence is attached to the executed sales contract when required by F.S. §553.9085. Buyer understands the display card reports code-related energy performance information and is not a guarantee of future utility costs.

Public-Entity / CRA Acknowledgment

Buyer acknowledges that this sale is part of a public redevelopment/housing program and may be subject to recorded covenants, public records requirements, funding-source conditions, CRA/Town approvals, and statutory disposition procedures. Buyer has received or has been given the opportunity to review all applicable restrictions before Closing.

Buyer Certification

Buyer certifies that information submitted to establish program eligibility, financing, household composition, income, assets, and intended occupancy is true and complete to the best of Buyer's knowledge. Buyer agrees to notify the program administrator of material changes before Closing.

BUYER 1: _____ BUYER 2: _____

Date: _____ Date: _____

PROGRAM ADMINISTRATOR: _____ DATE: _____

ATTORNEY / PROGRAM IMPLEMENTATION CHECKLIST

Remove this section from the buyer execution copy after legal/program approval if directed by counsel.

☐ Confirm seller's exact legal name, signatory authority, attestation, and whether Town joinder/approval is required.

☐ Confirm each parcel is owned by the proper selling entity and obtain current title work/legal description.

☐ Confirm F.S. §163.380 disposition procedure, 30-day notice, proposal process, public-interest value determination, and any required public hearing/approval for below-fair-value disposition.

☐ Confirm the six-home project is consistent with the current CRA Plan and any governing resolutions.

☐ Insert final sales price for each unit and document the approved affordability/public-purpose basis.

☐ Confirm whether F.S. §501.1375 applies given the statutory less-than-10-units-per-year exception and identity of the actual builder/developer/seller; retain/remove escrow legend accordingly.

☐ Attach the certified energy performance level display card required by F.S. §553.9085 to each sales contract.

☐ Insert final permitted floor plan/specifications and actual builder warranty.

☐ Select and finalize Exhibit D restriction method, affordability period, income category, resale/recapture formula, leasing rule, refinance/subordination process, and enforcement documents.

☐ Coordinate Exhibit D/E with any Orange County DPA, SHIP, HOME, CDBG, lender, or other funding requirements actually used for the buyer/unit.

☐ Confirm maximum sales price and income limits in effect on the eligibility/contract date for any funding source; do not hard-code stale annual limits into the master form.

☐ Approve deed form and all recorded covenants, notes, mortgages, declarations, or assistance agreements.

☐ Confirm closing-cost allocation and public-funds eligibility for all CRA-paid buyer costs.

☐ Confirm fair-housing, accessibility, records retention, public-records, and nondiscrimination administration procedures.

☐ Confirm brokerage disclosures/compensation, if brokers are involved.

☐ Confirm title, survey, flood-zone, homeowner-insurance, homestead/property-tax, and lender disclosures for each closing.

☐ Approve default, remedies, dispute-resolution, sovereign-immunity, attorney-fee, and venue language.

☐ Create one property-specific execution set for each of the six units and retain a complete closing file.

Six-Unit Closing Matrix

Unit	Address / Parcel	Sales Price	Buyer	Restriction Track	Closing
1					
2					
3					
4					
5					
6					