

**MASSACHUSETTS PROPERTY REPORT**

**OF**

**MIDDLETON**

STREET: 6369 E. CR 470  
CITY: Sumterville  
STATE: Florida  
ZIP CODE: 33585

DEVELOPER: The Villages Development Company, LLC  
STREET: 3619 Kiessel Road  
CITY: The Villages  
STATE: Florida  
ZIP CODE: 32163

MASSACHUSETTS  
BROKER OF RECORD: Janice Zucco  
ADDRESS: 186 Main Street  
CITY: Hellertown  
STATE: Pennsylvania  
ZIP CODE: 18055

**PURSUANT TO MASSACHUSETTS LAW, MASSACHUSETTS PURCHASERS HAVE THE RIGHT TO CANCEL ANY CONTRACT OR AGREEMENT FOR THE PURCHASE OF ANY INTEREST IN THIS OFFERING BY SENDING OR DELIVERING WRITTEN NOTICE TO THE DEVELOPER OR ITS AGENT BY MIDNIGHT OF THE THIRD (3<sup>RD</sup>) DAY FOLLOWING THE DAY ON WHICH SUCH CONTRACT OR AGREEMENT WAS EXECUTED. YOU ARE ENCOURAGED TO HAVE AN ATTORNEY REVIEW YOUR CONTRACT DURING THIS THREE (3) DAY PERIOD OF TIME TO ENSURE YOU THOROUGHLY UNDERSTAND THE TERMS OF THE TRANSACTION.**

**PURCHASERS SHOULD READ THIS PROPERTY REPORT IN ITS ENTIRETY BEFORE SIGNING ANY CONTRACT OR PURCHASE AGREEMENT.**

**INITIAL EFFECTIVE DATE: July 8, 2024**

## **PART I**

### **GENERAL**

#### **1. Name of Developer:**

The developer of Middleton (the “Community”) is The Villages Development Company, LLC (the “Developer” or “VDC”).

VDC has entered into a Development Services Agreement with The Villages of Lake-Sumter, Inc. (“VLS”), an affiliated company of the Developer, whereby VLS will assist VDC with the development and sale of homes in the Community. The basis of the Development Services Agreement is that VLS has significant experience, expertise and know-how in the development of residential housing and commercial developments. VDC has retained the services of VLS to provide technical expertise and local development knowledge in the development of tracts of land now owned or acquired in the future by VDC, including the land comprising the Community, into residential housing developments and/or commercial developments. VLS will market the Community; however, is only doing so as a contracted service provider on behalf of VDC. Notwithstanding the foregoing, VDC is the entity ultimately responsible for and causing the development of the Community (though it may contract with VLS or any of its affiliates as a “contractor” for the performance of the construction). Further, VDC will be the “Seller” under the contract to purchase a home in the Community, and the “Builder” of the homes, and Purchasers may look solely to VDC as to their rights and obligations.

#### **2. Name and description of the subdivision:**

The name of the community is Middleton, which is a planned unit development consisting of 2,484.6 acres located in the City of Wildwood, Sumter County, Florida. More particularly the address of Middleton is 6369 East County Road 470, Sumterville, FL, 33585. The Community is being developed as a family-oriented “community support district” to The Villages (though Middleton is entirely separate and independent from The Villages) intended to offer housing to employees of The Villages, as well as all other members of the public.

The Community is located within the MCDDA (defined and discussed below). MCDDA is located within the city limits of the City of Wildwood in Sumter County, Florida and lies within The Villages of Southern Oaks (VOSO), which was approved on May 8, 2017 in a Development Agreement between The Villages Land Company, LLC (“VLC”) and the City of Wildwood (the “VOSO Development Agreement”). Development Agreements such as the VOSO Development Agreement govern the orderly development of properties and strengthen the public planning process, encourages sound capital improvement planning and financing and assists in ensuring that adequate capital facilities are in place to address the impacts of development. Development Agreements also encourage well

thought out development and planning to reduce the costs and impacts of development. The VOSO Development Agreement established the area comprised by it, referred to as The Villages of Southern Oaks or VOSO, as Age Restricted Development (“ARD”). Notwithstanding the title as “Age Restricted Development,” this land use and zoning category permits both age restricted and non-age restricted communities.

VLC subsequently entered into three (3) separate Development Agreements (including the original VOSO Development Agreement) with the City of Wildwood, which each cover a different area of land: Area A, Area B, and Area C. Each Development Agreement establishes the land use of the property covered thereby as “ARD” and approves such land for ARD zoning, and each has been amended and restated numerous times to add additional property to the respective Area. The Development Agreement for Area B includes the land constituting the Community (the “Area B Development Agreement”). The Community is not an age-restricted community. The Community will be developed in compliance with the Area B Development Agreement. All Homes are subject to the Area B Development Agreement, and all improvements and activities on a Homesite shall be in compliance with the Area B Development Agreement at all times. In addition to residential sections of the Community, significant acreage has been set aside for commercial use, institutional (school) and office use.

The Community is planned to be developed in four (4) phases (each a “Phase”) with each Phase containing approximately one thousand (1,000) homesites for purchase and buildout. The development plan is subject to change in the Developer’s sole discretion. Each Phase will contain infrastructure, common areas, amenities, and recreational facilities as described in more detail below. Each Phase will be further broken down and platted by “Unit.” This Property Report covers a total of one thousand (1,000) lots (the “Homesites”) in Unit 1, Unit 2, Unit 3, Unit 3B, and Unit 4 in Phase 1 containing two hundred fifty (250) lots, three hundred nineteen (319) lots, one hundred forty-four (144) lots, thirteen (13) lots, and two hundred seventy-four (274) lots, respectively. The Homesites will be sold with homes to be constructed thereon (the “Homes”) by the Developer. The Homesites including the Homes thereon are sometimes collectively referred to herein as “Homes” unless explicitly stated or the context otherwise requires. The Community is planned to include several walkways, pathways, ponds and recreation centers, and will be adjacent to a town center with shopping, dining and entertainment, a Charter School (serving early childhood through eighth grade) and a High School.

The Community will initially contain single-family detached homes, though other types of homes (such as multi-family residences) may be developed and offered in the future. The Developer is initially offering four (4) “series” of Homes, with various models within the series ranging from two (2) to five (5) bedrooms, and which may be built to the Purchaser’s specifications (based upon the Developer’s available offerings). The purchase process is discussed in further detail below.

**3. Location of the Units:**

(a) **Name and road or route number on which the subdivision is located:**

The main entrance to the Community is located on County Road 470.

(b) **Name, population and road distance to nearby towns:**

Coleman, FL is approximately 5.9 miles from the Community and had a population of approximately 642 in 2020. Webster, FL is approximately 13 miles from the Community and had a population of approximately 778 in 2020. Orlando, FL is approximately 47.3 miles from the Community and had a population of approximately 307,573 in 2020. This is the latest data available from the United States Census Bureau.

**4. List the specific lots, parcels, Units or interests that constitute this offering. Time-share must specify weeks-per-Unit:**

The Community is planned to ultimately include a total of four thousand (4,000) Homesites. The Developer is currently offering or will offer the following one thousand (1,000) Homesites in Phase 1 of the Community, as identified on the recorded plats of such Units:

Phase 1	
Unit 1	Lots 1-250
Unit 2	Lots 1-319
Unit 3	Lots 1-144
Unit 3B	Lots 1-13
Unit 4	Lots 1-274

Some of the Homes may have been sold by the time you receive this Property Report. A list of available Homes is available at the sales center for the Community. This Property Report will be amended from time to time to disclose additional homes as new Units are platted and the Homes in such Units become available for sale.

**5. Describe additional lots, parcels, Units or interests in the subdivision that ARE NOT part of this offering, if applicable (i.e. previously sold or future phases). These interests ARE NOT offered to Massachusetts residents pursuant to this filing:**

As stated above, upon completion under the current development plan, the Community will be developed over four (4) Phases and will contain a total of approximately four thousand (4,000) Homes. At this time, the Developer has only platted the Homesites in Phase 1, and those are the only Homesites subject to this Property Report. As the Developer plats additional Units in future Phases, Homesites will be added to this Property Report. The

timing of platting of future Units and Phases will depend upon the Developer's sales pace and business plan, which may change from time to time in its sole discretion.

**6. Indicate if the Property comprising this Offering is subject to a Property Owners Association(s), any type of community trust, or any type of special taxing district(s) or bond issue. Provide details and costs to Purchasers.**

The infrastructure, common areas and amenities in the Community that would normally be owned by a property or homeowners association will be owned, operated and maintained by a Community Development District. A Community Development District, or "CDD," is a special purpose governmental entity formed to serve the long-term specific needs of a community. Created pursuant to Chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents. A CDD is governed by its Board of Supervisors ("Board"), which is generally initially elected by the community's developer and transitions to elected residents over time. Like all municipal, county, state and national elections, the Office of the Supervisor of Elections oversees the vote, and the CDD Supervisors are subject to state ethics and financial disclosure laws. A CDD's business is conducted in the "sunshine," which means that all meetings and records are open to the public. Public hearings are held on the CDD's assessments, and the CDD's budget is subject to annual independent audit.

There is a single overarching CDD, called the Middleton Community Development District A ("MCDDA"), comprising the Community. MCDDA was formed for the purpose of delivering services and facilities which may include roadways, bridges, tunnels, street lighting systems and facilities, storm water management and drainage control system and facilities, a storm sewer system, security systems and other systems and facilities and other improvements within and outside MCDDA, including and without limitation participating in the contribution and/or construction of such improvements which provide a special benefit to the residents of MCDDA. MCDDA will have such authority and perform those services consistent with Chapter 190 of the Florida Statutes with respect to the Community. The infrastructure, systems and facilities, recreational areas, amenities and other property and improvements thereon in the Community intended to be used and enjoyed by all Owners, which would normally be common area of a property or homeowners association, will be conveyed to MCDDA for ownership, operation and maintenance upon or following completion of construction of same by the Developer, pursuant to an agreement between the Developer and MCDDA.

Election of the members of the Board of Supervisors is dictated by Chapter 190, Florida Statutes. Initially, the five (5) seat Board of Supervisors is elected based upon land ownership. The Developer, as a landowner, is entitled to one (1) vote per acre of land in MCDDA owned by it. Commencing six (6) years after the initial appointment of the Supervisors, and once two hundred fifty (250) registered voters (or "qualified electors") reside in MCDDA, the seats will transition ("Turnover") in staggered terms to qualified

electors elected by other qualified electors. A “qualified elector” is a registered voter who is a resident of MCDDA and the State of Florida and a citizen of the United States. Once the transition begins, eventually all Supervisors will be elected by qualified electors. The frequency of meetings to elect Supervisors will be dictated by Chapter 190, Florida Statutes. Once a district qualifies to have any of its Supervisors elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. Supervisors are elected on a non-partisan basis on the general election ballot.

The Developer will continue to control the Board after the closing of the first Home. Because Turnover is dependent upon the pace of sales, the timing in which Turnover will occur varies; however, Turnover of a CDD occurs much sooner than it would in a community subject to a homeowners’ association and subject to Chapter 720, Florida Statutes.

The cost to operate MCDDA is borne by those who benefit from its services. MCDDA has the authority to impose and levy taxes or assessments, or both taxes and assessments, pursuant to the authority granted under Chapter 190, Florida Statutes. Each Owner, by acceptance of the deed to their Homesite, acknowledges and agrees that MCDDA has the right to impose assessments on Homesites and Owners for the provision of amenities and other services, and agrees to pay such assessments. Homesites within MCDDA will be subject to, and Owners will be obligated to pay, two (2) types of assessments (“CDD Assessments”):

- (i) Maintenance Special Assessments (“Maintenance Assessments”): Non-ad valorem assessments levied by the Board to maintain and preserve the facilities and projects of MCDDA. The Maintenance Assessments are assessed upon all of the property within MCDDA benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land. The Board will determine the amount of the Maintenance Assessments in its discretion. Maintenance Assessments can fluctuate up and down from year to year based on the budget adopted for that fiscal year; and
- (ii) Benefit Special Assessments (“Bond Assessments”): MCDDA has issued and will continue to issue revenue bonds, which is a source of public funding, to finance community infrastructure and facilities. MCDDA levies an annual capital assessment to repay the bonds issued by it. The Bond Assessments are assessed upon all of the property within MCDDA benefited by the project funded by the proceeds of the bond(s), apportioned between the benefited property in proportion to the benefits received by each tract of land. The amount of the Bond Assessment is set at the time the bond used to build the infrastructure was issued, and is generally fixed for the term of the bond. For purposes of computing the debt allocable to each Homesite, each Unit (ex. Unit 1) is further broken down into sub-units (ex. Unit 1-B, Unit 1-C, Unit 1-D). The amount of the Bond Assessment is

the same for every Homesite in a sub-unit. MCDDA has issued revenue bonds to fund a portion of the public infrastructure improvements in Phase I.

MCDDA also has the authority to assess ad valorem taxes on the property within the district.

The formula for calculating a Homesite's share of Maintenance Assessments and Bond Assessments results in varying amounts of CDD Assessments for the Homesites in delineated sub-units. All of MCDDA's annual budgets and bond amortization schedules, and Maintenance Assessments and Bond Assessments applicable to a Homesite based upon its location in the Community, are available on its website: <https://myfamilydistrict.org/middleton-a/finance/>

The obligation to pay CDD Assessments commences upon acquisition of title to property within MCDDA. CDD Assessments constitute a lien on the Homesite upon which they are charged. CDD Assessments will be due and collected during each year that county taxes are due and collected, and will be collected and enforced by the tax collector in the same manner and at the same time as county taxes; provided, MCDDA may collect and enforce CDD Assessments as permitted by Chapter 190, Florida Statutes. The Developer will pay CDD Assessments, including supplemental charges, on all unsold Homes and Lots.

## PART II

### TOPOGRAPHY AND LAND USE

**1. Describe the present topographical characteristics of the land:**

The Community is located in Central Florida. The land comprising the Community is flat and was formerly pasture land.

**2. Is any drainage of surface water or need of land fill required to make Units suitable for the intended use for which they are being offered? (State range of cost to purchaser and identify lots affected):**

Portions of the Community will require filling and reshaping the land. It is estimated that approximately thirty percent (30%) of the land will be filled. It is not anticipated that drainage of surface water will be required to build on the Homesites. Any filling and reshaping of the land will be undertaken by the Developer during the development process, at its own expense. Notwithstanding the foregoing, the Developer makes no representation or warranty with respect to the surface water or soil conditions of any Homesite and is not responsible for making any repairs, changes, alterations or improvements to a Homesite. In the event that site conditions or Home location on a particular Homesite merit any unforeseen site work on the property, or such additional site work is desired by a Purchaser, the cost will be the sole responsibility of the Purchaser.

**3. Will any subsurface improvements or special foundation work be required to construct Units on the land? (State range of cost to purchaser and identify Lots affected):**

No. The Developer is constructing the Homes on the Homesites and is responsible for any excavation or other necessary work on the Homesites to construct the homes. Homes will be constructed on concrete slabs.

**4. Is the subdivision, or any portion thereof, regularly or periodically subject to natural forces that would tend to adversely affect the use or enjoyment of the property? (i.e., hurricanes, flooding, etc.) (Identify portion affected):**

Central Florida is subject to hurricanes which can cause high winds, flooding, flying debris and lightning.

**5. Is the subdivision or any portion thereof, located in a federally designated flood hazard zone? If so, state the availability of flood insurance and the approximate cost thereof (identify lots in flood zone):**

A portion of the land comprising the Community is located in a flood zone. Nevertheless,



the Community has been engineered to accommodate the drainage and disposal of water in accordance with state specifications. Any Homesite located within a flood zone will be built above flood elevation and the Developer will apply for a Letter of Map Revision (“LOMR”) from FEMA upon completion of construction of the Homesite. If issued, the LOMR will serve to revise the current NFIP map to change the flood plain relative to the Homesite such that the Homesite will be located in a flood zone of decreased hazard (in comparison to the original flood zone) or outside of a flood zone altogether.

If needed or required, flood insurance is generally available through federally insured programs and may be required by a mortgage lender. The Purchaser is responsible for the cost of flood insurance. The cost of flood insurance is set by a third party, is outside of the control of the Developer, and is subject to change at any time without prior notice. Additionally, damage caused by conditions associated with flooding may often be the result of windblown damages. Insurance covering this and other incidents may be difficult to obtain, if available at all, and could be very expensive. Purchasers are urged to review the plat showing their Homesite and make an on-site inspection. Additionally, Purchasers who have concerns about the flood zone should review the FEMA maps and plans as they affect the Community at [www.fema.gov](http://www.fema.gov).

**6. Is the subdivision, or any portion thereof, subject to man-made hazards, including but not limited to, airports and flight paths, military bases, noisy or polluting industries, landfills, toxic or non-toxic waste facilities and nuclear and non-nuclear generating plants? (Identify portion affected):**

There is blasting of lime rock associated with mines near the Community, and Coleman Prison, a Federal Correctional Complex, is located near Sumterville. Either of such facilities could be considered a hazard or a nuisance to some. Purchasers should also be aware that the Community is a new construction development. As such, a certain amount of noise should be expected during the construction periods. Trucks delivering materials and construction related noise will be heard during the development of the Community.

**7. Describe the nature, type and amount of hazard and liability insurance supplied, or to be supplied, by the Developer or association, if any, and explain the nature and type of hazard and liability insurance recommended to be carried by the owner:**

The Developer or MCDDA will be responsible for obtaining and maintaining insurance covering or connected with the Common Areas. No insurance is provided by the Developer or MCDDA for a Home. It is recommended that every Owner obtains hazard insurance (also known as homeowners insurance) in an amount equal to the cost of improvements on the Homesite, as well as liability coverage. Owners should contact a local insurance agent in order to obtain a professional opinion of what kind of, and to what extent, insurance coverage is most appropriate. Additionally, a lender offering financing to a Purchaser on the purchase of a Home may require certain insurance policies to be carried on the Home.

**8. Summarize all restrictions, covenants, easements, reservations and zoning requirements affecting the property, including, but not limited to, restrictions of occupancy, rights of alienation and restrictions of alterations to the lot, parcel, unit or interest being purchased:**

As each Unit is platted and developed, the Developer will record a separate Declaration of Covenants, Conditions and Restrictions for that Unit (each a “Declaration” and collectively, the “Declarations”). The Declarations are intended and expected to be substantially similar but may vary in certain respects, including, without limitation, with respect to the development standards or use restrictions applicable to a particular Unit which might be dependent on the characteristics or location of, or the Developer’s plan for, that Unit. You should, therefore, review with your legal or business advisor the Declaration pertaining to the Unit in which your Homesite is located to have a complete understanding of the covenants, conditions and restrictions pertaining to your Homesite. Below is a cursory summary of some of the restrictions generally applicable to all Homesites. The below summary is not intended to be a substitute for your thorough review of the Declaration affecting your Homesite.

All Homesites and Homes shall be used for residential purposes only. No commercial, professional or similar activity requiring either maintaining an inventory, equipment or customer/client visits may be conducted in a Home or on a Homesite. No building shall be erected, altered, place or permitted to remain on any Homesite other than Homes designated for residential use, with attached or detached private garages. Each Home shall have either an attached or detached garage. No Owner may change the nature of the garage (i.e., attached or detached) from that installed as part of the initial home constructed on a Homesite by the Developer (the “Initial Home”) (whether in connection with a remodel, repair or a rebuild).

An Architectural Review Board (“ARB”) has been or will be created to establish guidelines for the construction, operation and maintenance of Homes and Homesites (the “AR Guidelines”) and will enforce same. The ARB will initially be the Developer; however, the Developer may transfer its authority to serve as the ARB to MCDDA. The Developer and/or MCDDA, as applicable, may designate an agent or agent(s) from time to time to serve as the ARB. The role of ARB is not an elected position, but rather is a designation. As such, there are no “members” of the ARB and Owners will not hold seats on the ARB nor will they have a vote related to the ARB. Only the Developer or its designee may be designated as the ARB.

After the Initial Home has been constructed and except for: (a) matters expressly reserved to the Developer pursuant to the provisions of the Declaration, and/or (b) matters which are expressly permitted in the Declaration without ARB review, no reconstruction, additions, alterations or modifications to the Home, or in the locations or utility connections of the Home, nor any buildings, fence, wall, outbuilding, landscaping or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Unit

without, in each instance, the prior written consent of the ARB; provided however that improvements erected, altered, added onto or repaired by the Developer shall be exempt from this provision of the Declaration. Nothing contained in the Declaration shall require that the ARB approve improvements to the interior structures which improvements are not visible or apparent from the exterior of the structure. Prior to the initiation of construction upon any Homesite subject to the review of the ARB, the Owner thereof shall first submit to the ARB any information deemed reasonably necessary by the ARB for the performance of its function, including, without limitation, a complete set of plans and specifications for the proposed improvement. As a precondition of approval of any plans and specifications or other materials submitted to it, the ARB may assess a reasonable fee, including a fee for initial review and approval and for inspections of construction to assure compliance with the approved plans and specifications and other materials. The AR Guidelines may be amended from time to time in the discretion of the ARB, and construction of improvements will be subject to the AR Guidelines applicable at the given time.

All exterior construction and landscaping of any Home shall be completed before any person may occupy the same. All construction on any Home shall be completed within twelve (12) months from the issuance of the building permit for that Home; provided, however that such restriction shall not apply to the construction of the Initial Home. If any construction on a Homesite, once commenced, is discontinued for a period of at least sixty (60) consecutive days, the ARB and/or the Developer shall have the right, in addition to any other rights and remedies under the Declaration, to require the Owner to raze (or repair any unsightliness caused by) all partially completed improvements on the Homesite, remove all debris and rubble, fill in all foundations, and/or return the Homesite to grade and landscape the entire Homesite with sod per the provisions of the Declaration.

No Owner of property within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland migration areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded plat of the Unit, unless prior approval is received from the Southwest Florida Water Management District ("SWFWMD"), and if applicable, any other appropriate governmental agency having jurisdiction. The Owner shall be responsible for maintaining designated flow paths for side and rear Homesite drainage as shown on the construction plans for the Surface Water Management System (defined in the Declaration) approved and on file with SWFWMD and if such maintenance of designated flow paths is not properly undertaken by the Owner, then the Developer (and/or MCDDA), shall have the right, but not the obligation, to enter onto the Homesite and reconstruct the intended flow pattern, at the expense of the Owner.

All sodded areas on a Homesite shall be serviced by an in-ground irrigation system. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Homesite in a neat, clean, orderly and healthy condition. Each Owner shall also maintain all sodded areas between the Owner's Homesite and the pavement of any adjacent paved street. The lawn shall be comprised of grass only and shall be cut and edged next to all

concrete, asphalt and other non-lawn surfaces. All areas of the yard that are not landscaped must be sodded. All grass shall be of a type approved for use in the then-applicable AR Guidelines. Sodded areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. The Owner's maintenance and care obligations as set forth in the Declaration shall apply to all portions of the Homesite including any easements located on or adjacent thereto, including front, side, and rear road and utility easements. The Owners are encouraged to and may add and replace landscape that is more water-conservative and draught-tolerant than provided with the Initial Home, however, any such alterations visible from roadways or Common Areas must receive the prior written approval of the ARB, which shall require, at a minimum, that the aesthetics of such landscaping be compatible with the Home and the surrounding neighborhood.

Leasing of all or any portion of a Home is restricted to residential uses for a minimum period of six (6) months. All leases shall be in writing, shall specify such residential restriction and shall provide that the Developer shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration. A copy of any such lease shall be delivered to the Developer upon request. Each lease shall contain a provision whereby the lessee acknowledges that the lease is subject to the Declaration and subject to certain remedies in the event lessee fails to comply with the same, as more specifically set forth in the Declaration.

No animal shall be kept or maintained on any Homesite (including but not limited to in the Home) except conventional household pets (dogs, cats, birds or fish) and only in such manner as not to constitute a hazard, nuisance or annoyance to the Owner of adjoining Homesites. The Developer shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance or annoyance to the Owner of adjoining Homesites.

The Developer reserves the right to establish such other reasonable rules and regulations covering the utilization of Homesites by the Owner in order to maintain the aesthetic qualities of the Community, all of which apply equally to all Owners. The rules and regulations may be contained in the AR Guidelines, or will become effective five (5) days following written notice to the Owners.

In addition to the Declaration, all Homesites are subject to the Area B Development Agreement, and each Owner agrees that the improvements and activities on a Homesite shall be used in compliance therewith at all times. Each Owner further acknowledges and agrees that the Developer, and its affiliates and assigns reserve the right to unilaterally amend the Area B Development Agreement, including, but not limited to, the right to add or incorporate additional lands and subdivisions to the property subject to the Area B Development Agreement without the joinder of any Owner whatsoever and each Owner waives any objection to such amendment(s) of the Area B Development Agreement.

Additional Development Agreements for additional land, including additional land in the Community, may be entered into.

As noted above, the Community is located within VOSO which is an area defined as an “Age Restricted Development” as established by the VOSO Development Agreement. Notwithstanding the title, Age Restricted Development is a broad land use and zoning category that permits both age restricted and non-age restricted communities. Occupancy in the Community is not restricted to persons of any age.

You will be prohibited by the terms of the Land Purchase Agreement or Home Purchase Agreement (each defined below), as applicable, from reselling your Home within one (1) year following closing thereon. This is discussed in further detail in **Part V** below.

There are a number of other restrictions contained in the Declaration that affect the construction, use, enjoyment and occupancy of a Home and Homesite and/or establish obligations and responsibilities of the Owners in connection with their Home and Homesite. The above description is meant to be summary in nature and does not purport to cover all restrictions created by the Declaration. You are encouraged to carefully review the Declaration applicable to your Homesite in its entirety with your business or legal advisor prior to purchasing a Home.

#### Easements

Every Owner is granted an easement of enjoyment in and to the Common Areas (defined in the Declaration) of the Community, subject to any limitations and conditions set forth in the Declaration; such right of enjoyment in and to the Common Areas shall be delegated by an Owner to any tenant of their Home at the time of entering into a lease; provided, during any such period where the Owner has so delegated its right, the Owner shall not have the right to exercise such use and enjoyment. The Declaration and plats of the Units create and/or establish easements in favor of the Developer, MCDDA, utility companies and others, and rights-of-way as shown on the plats or set forth in the Declarations are in favor of the Developer, utility companies, MCDDA, and others, over the Common Areas and Homesites for various purposes including, without limitation, construction of improvements, and construction, installation, operation and maintenance of utilities and stormwater facilities. Any such easements are typical in developments like the Community and are not expected to substantially interfere with an Owner’s use and enjoyment of their Home or Homesite. There may be other easements set forth on area maps affecting the property, such as FEMA maps and other federal or state flood control or flowage easements that may or may not be noted on the plats for the Community. A title search of a Homesite should generate any other easements recorded in the records of Sumter County, Florida that affect the Homesite.

You should carefully review the plat pertaining to your Homesite, a title commitment or search pertaining to your Homesite and any other documents referenced therein, and you

should make a personal on-the-lot inspection of your Homesite, to determine what easements may affect your Homesite.

THE DISCUSSION OF EASEMENTS SET FORTH ABOVE IS BASED UPON A CURSORY REVIEW OF GENERAL PLAT MAPS OF THE COMMUNITY AND THE DECLARATION. THESE MAY CHANGE FROM TIME TO TIME TO SHOW OR CREATE ADDITIONAL EASEMENTS. FURTHER, ADDITIONAL EASEMENTS MAY AFFECT THE PROPERTY PURSUANT TO OTHER RECORDED AGREEMENTS, LOCAL, STATE AND FEDERAL LAWS AND STATUTES OR THROUGH RIGHTS OF OTHER PARTIES. THERE MAY BE OTHER EASEMENTS SET FORTH ON AREA MAPS AFFECTING THE PROPERTY, SUCH AS OTHER FEDERAL OR STATE FLOOD CONTROL OR FLOWAGE EASEMENTS THAT MAY OR MAY NOT BE NOTED ON THE PLATS FOR THE COMMUNITY. YOU SHOULD CAREFULLY REVIEW THE DECLARATION PERTAINING TO YOUR HOMESITE, THE PLAT PERTAINING TO YOUR HOMESITE, THE TITLE COMMITMENT OR SEARCH PERTAINING TO YOUR HOMESITE AND ANY OTHER DOCUMENTS REFERENCED THEREIN, AND YOU SHOULD MAKE A PERSONAL ON-SITE INSPECTION OF YOUR HOMESITE TO DETERMINE WHAT EASEMENTS MAY AFFECT YOUR HOMESITE. THE DEVELOPER IS NOT MAKING ANY REPRESENTATION THAT THE ABOVE DISCLOSURES COVER EVERY POSSIBLE EASEMENT ON OR AFFECTING YOUR HOMESITE.

#### **RIGHTS OF ALIENATION**

The Developer is in compliance with Title VIII of the Civil Rights Act of 1968. The Developer has not and will not discriminate against a purchaser because of their race, color, religion, sex or national origin. Furthermore, the Developer will not indicate a preference for, or a rejection of any particular group in their advertising, rendering of lot services, or in any other manner.

#### **NOTICE TO PURCHASERS:**

**THE ABOVE DESCRIPTION OF RESTRICTIONS IS SUMMARY IN NATURE. PURCHASERS ARE ADVISED TO CAREFULLY READ THE DECLARATION APPLICABLE TO THEIR PURCHASE FOR A COMPLETE LIST OF RESTRICTIONS UPON AN OWNER.**

- 9. Describe the present use and zoning of the property contained in this offering, as well as the present use and zoning of lands adjoining the subdivision:**

The property comprising the Community is located within MCDDA which lies within The Villages of Southern Oaks (VOSO) which was approved as an Age Restricted Development (ARD), pursuant to the VOSO Development Agreement. VLC has since entered into three (3) separate Development Agreements (including the original VOSO

Development Agreement) with the City of Wildwood for three areas: Area A, Area B, and Area C. The land covered by each Development Agreement is located within VOSO, and each Development Agreement establishes the land use of the property covered thereby as “ARD” and approves such land for ARD zoning. The land comprising the Community is located within Area B, and is subject to the Area B Development Agreement.

VOSO was approved to accommodate the type of development proposed for the Community. No other master plan, zoning or comprehensive approvals are required in order for the Community to proceed as currently contemplated. The ARD land use and zoning category allows for, among other uses, single family detached, single family attached and multi-family residential uses and non-residential uses such as commercial and office uses. Areas surrounding the Community are also within VOSO and zoned as ARD and may be used for any of the uses allowable in such land use and zoning category.

**PART III**

**CONSTRUCTION SCHEDULE AND IMPROVEMENTS**

1. **Describe the nature, type, capacity and proposed dates of completion of those infrastructure Improvements (including, but not limited to roads, drinking water, sanitary sewers, drainage, building construction, etc.) and recreational facilities to be completed by the Developer. Identify which governmental authorities have jurisdiction over the development of the community, what permits or applications have been obtained or remain to be obtained, and what provisions have been made to secure promised improvements.**

The Developer has secured or will secure any permits necessary for the development of the Community. Governmental authorities that have jurisdiction over the development of the Community include the City of Wildwood (the “City”), Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), Florida Fish & Wildlife Conservation Commission (FWC), and the United States Army Corps of Engineers (ACOE). Certain permits and approvals required for the development of the Community have already been received from the foregoing agencies. All other permits necessary to complete the development of the Community as well as permits needed to complete the improvements to be undertaken by MU and MWCA (each defined below) to serve the Community, have been or can reasonably be expected to be obtained in the ordinary course. Since the Area B Development Agreement is in place and permits are routinely issued by all of these agencies, no difficulties are expected in obtaining the necessary permits and approvals still remaining.

The Community and all improvements therein are being developed by the Developer under the direction of VLS through a consulting services agreement. Though the Developer intends to construct all components of the Community, it is possible that MCDDA will fund construction of certain components itself using proceeds of special assessment revenue bonds it issues. The roads and drainage facilities in, and water lines, sewer lines, electricity lines and telephone lines in front of or adjacent to the lot-line of Homesites in Unit 1, Unit 2, Unit 3, and Unit 3B are all complete. The water lines and sewer lines in front of or adjacent to the lot-line of Homesites in Unit 4 are complete. Below is the estimated construction schedule of the roads in, and incomplete utilities in front of or adjacent to the lot-line of Homesite in, Unit 4. The extension of any utility lines to the Home will be undertaken during the process of constructing the Home.

Unit 4

Improvement	Percentage Complete	Estimated Completion Date
Roads	90%	06/2024
Electricity Lines	95%	06/2024
Telephone Lines	95%	06/2024



The timelines presented above are current estimates and are subject to change. The Developer makes no guarantee that construction of any Unit or Phase will start or end at the dates set forth above, nor is the Developer obligated to start or complete construction at any given date. Actual construction timelines may be significantly different than presently estimated. This is because development of the Community is based on market conditions and demand, which can increase or decrease at any time and is entirely outside of the Developer's control.

The Developer has not and is not required to post a bond or other financial assurances to secure completion of promised improvements; however, as additional Homesites are platted and developed, the infrastructure improvements and utilities serving those Homesites are intended to be complete to the lot-line of the Homesite and/or to the Home before closing.

Middleton Utility Company, LLC ("MU"), a private utility company regulated by the Florida Public Service Commission (FPSC), and an affiliate of VLS, will provide potable water and wastewater services to the Community. MU will own and maintain the potable water distribution system and wastewater collection system. Middleton Water Conservation Authority ("MWCA"), an affiliate of VLS, will provide non-potable irrigation service to the Community and will be responsible for construction of the irrigation systems at its own expense. No water treatment plants are currently planned to be constructed. MU has entered into a separate bulk water agreement with an adjacent utility company, Gibson Place Utility Company (GPU), in which MU will purchase bulk water as needed with rates to be established by the FPSC. The GPU water treatment plants have adequate capacity to serve all of the potable water demands within the GPU service area in addition to the MU service area, which covers the entirety of MCDDA. In addition, the MU potable water distribution system has been designed and constructed to adequately serve the peak potable water and fire flow demands of MCDDA. The MU wastewater collection system (including lift stations and force mains) has been designed and constructed to adequately serve the anticipated peak wastewater flows of MCDDA. No MU wastewater treatment plants are currently planned to be constructed. MU has entered into a separate wastewater agreement with GPU in which GPU will treat all MU wastewater flows. The existing GPU wastewater collection system and wastewater treatment plant have adequate capacity to support anticipated peak MU wastewater flows and all development sites within the region of MCDDA. Connections to the treatment plants have been made. The Developer will construct water distribution and wastewater collection lines simultaneously with Unit development so that Homes have water and sewer service when constructed. Homes that have been constructed in the Community have established water and sewer service.

The Developer intends to construct within the Community various walkways, pathways, ponds and recreation centers (parks which may each include pickleball, tennis, and/or basketball courts, walking paths, a swimming pool, cornhole, a playground, lake, and/or a

dog park). These recreational amenities will constitute Common Area and be for the exclusive use of Owners and residents in the Community.

The Developer also plans to construct a “Downtown” area with shopping, dining and entertainment (“Downtown Middleton”). Downtown Middleton is adjacent to the Community, but is not located within the boundaries of the Community or MCDDA. As such, Downtown Middleton will not be Common Area; rather, it will be privately owned and is available for use by the general public. Downtown Middleton will be privately held, operated and maintained by the Developer and/or a community development district. MCDDA has no responsibilities pertaining to Downtown Middleton. Owners will not contribute to any costs of operation and maintenance of Downtown Middleton. The public will be able to access Downtown Middleton via the roads serving and within the Community.

Below is an estimated completion table for the initial recreation centers and first phase of Downtown Middleton:

<b>Amenity</b>	<b>Estimated Completion Date</b>
Lake Harlow Park	Complete
Dry Creek Park	Complete
Thurston Park	July 2024
Kewadin Park	August 2025
Downtown Middleton (First Phase)	August 2024

The dates set forth above are estimates only and should not be relied on as guaranteed completion dates. Additional parks and phases of Downtown Middleton are planned to be constructed in the future; however, the timeline for development of same is to be determined by the Developer in its sole discretion.

**2. What provisions have been made, or will be made, for continued maintenance of the above noted Improvements? Indicate estimated cost to Purchasers.**

The interior roads within the Community will be accessible by Owners and the general public. The roads and any drainage facilities lying therein will initially be maintained by MCDDA for a period of two (2) years after construction has been certified as complete by the City, as required by the City. Thereafter, said roads and drainage facilities will be accepted for maintenance by the City. Central Parkway and Marsh Bend Trail, which serve as the main roads providing access to and from the interior roads of the Community and County Road 470, will not be owned or maintained by MCDDA. As the Developer constructs portions of Central Parkway and Marsh Bend Trail, it will convey such portions to Sumter County for ownership and maintenance.

The Developer and MCDDA have entered into an Interim Developer Funding and Acquisition Agreement (the “Funding and Acquisition Agreement”) whereby the Developer agreed to convey to MCDDA and MCDDA agreed to own and maintain certain project improvements including, without limitation, stormwater management and drainage improvements, stormwater collection systems, landscaping and irrigation in common areas, upon or following the Developer’s completion of construction of same, all in accordance with the terms thereof. Pursuant to the Funding and Acquisition Agreement, the Developer has conveyed or will convey to MCDDA various tracts of land within the Community and the improvements thereon (which includes areas and improvements serving as Common Areas and recreational amenities, but does not include Downtown Middleton which is not part of the Community). The Owners will fund maintenance performed by MCDDA through payment of Maintenance Assessments. The MCDDA will fund its acquisition of the completed improvements from the Developer with proceeds from bonds, which the Owners will repay through payment of Bond Assessments.

Downtown Middleton will be privately held, operated and maintained by the Developer and/or a community development district.

## PART IV

### AREA FACILITIES

1. **What arrangements or agreements exist or are proposed to provide the purchaser with the following facilities? (List proximity to subdivision):**

**Fire Protection:** Fire protection is provided by the Coleman Fire Department, with an address of 3290 CR 521, Wildwood, FL 34785.

**Police Protection:** Police protection is provided by the Wildwood Florida Police Department, with an address of 100 Huey Street, Wildwood, FL 34785.

**Schools:** The Developer is constructing within the Community a Charter School, serving early childhood through eighth grade, and a High School, serving ninth through twelfth grades.

**Houses of Worship:** First Assembly of God of Sumterville, Sumterville United Methodist and First Baptist Church are all located approximately 5 miles from the Community. Other denominations are represented near the Community or in the neighboring towns.

**Hospital/Medical Facilities:** The Villages Regional Hospital is a general purpose hospital located within The Villages, approximately 10 miles from the Community. UF Health Leesburg Hospital is another general purpose hospital located approximately 12.5 miles from the Community. There are numerous dentist offices and doctor offices located within The Villages and the area surrounding the Community.

**Shopping:** Downtown Middleton will be constructed adjacent to the Community and will include shopping and dining. There are also various shopping plazas in Wildwood.

## PART V

### TITLE, CONTRACT AND METHOD OF SALES

**1. Is there a refund privilege? If so, explain:**

Yes. Pursuant to Massachusetts law, a Massachusetts Purchaser has the right to cancel their Purchase Agreement by sending or delivering written notice to the Developer or its agent by midnight of the third (3<sup>rd</sup>) day following the day on which their Purchase Agreement was executed.

#### NOTICE TO PURCHASERS

**PURSUANT TO MASSACHUSETTS LAW, MASSACHUSETTS PURCHASERS HAVE THE RIGHT TO CANCEL ANY CONTRACT OR AGREEMENT FOR THE PURCHASE OF ANY INTEREST IN THIS OFFERING BY SENDING OR DELIVERING WRITTEN NOTICE TO THE DEVELOPER OR ITS AGENT BY MIDNIGHT OF THE THIRD (3RD) DAY FOLLOWING THE DAY ON WHICH SUCH CONTRACT OR AGREEMENT WAS EXECUTED. YOU ARE ENCOURAGED TO HAVE AN ATTORNEY REVIEW YOUR CONTRACT DURING THIS THREE (3) DAY PERIOD OF TIME TO ENSURE YOU THOROUGHLY UNDERSTAND THE TERMS OF THE TRANSACTION.**

**2. Provide the significant details of any Purchaser financing provided or recommended by the Developer.**

The Developer is not offering financing to Purchasers. Citizens First Bank is an affiliate of the Developer and may offer Fannie Mae loans to prospective Purchasers. Any prepayment penalties will depend upon the terms of financing independently secured by the Purchaser.

**3. Will prepayment accelerate the seller's obligation to complete the promised improvements?**

Not applicable.

**4. In the event that interests in the subdivision are being purchased by cash or deed for mortgage, the applicant hereby agrees that all monies paid by Massachusetts residents to the applicant or his agent prior to closing will be held in a trust account, or be guaranteed by a bond or some other guarantee acceptable to the Massachusetts Board of Registration of Real Estate Brokers and Salespersons until closing and delivery of the deed. State the name and address of the escrow agent and the account number and name and address of the U.S. Bank where the account is located, or summarize the terms of any bonding agreement entered into:**

Earnest money deposits (not including deposits for upgrades, extras or custom work) made by Massachusetts Purchasers under the Land Purchase Agreement, Home Sale Addendum or Home Purchase Agreement (each defined below) will be held in an escrow account by Peninsula Land and Title, LLC, with offices at 950 Lakeshore Drive, Suite 200, The Villages, FL 32162 (the “Escrow Agent”) pursuant to an Escrow Agreement between the Escrow Agent and the Developer. The Escrow Agent is an affiliate of the Developer. The Escrow Agent has established its escrow account at Citizens First Bank, 1050 Lake Sumter Landing, The Villages, FL 32162 (the “Escrow Account”). Unless and until the Developer secures a bond acceptable to the Massachusetts Board of Registration of Real Estate Brokers and Salespersons to guarantee the deposits made by Massachusetts Purchasers, all deposits of Massachusetts Purchasers will be held in escrow until closing; provided any payments made for upgrades, extras, or custom work at the time of entering into a purchase contract or thereafter shall be initially deposited into the Escrow Account, and released in accordance with the terms of the contract or other written agreement between Purchaser and the Developer.

- 5. List all costs (if any), including but not limited to, closing costs and any existing or proposed special taxes or assessments which the purchaser will be required to pay in addition to the actual purchase price and interest on installment contracts in connection with their purchase, or ownership of the unit offered hereunder:**

Documentary stamps on the Warranty Deed delivered to Purchaser, building permit costs, impact fees, if applicable, water/wastewater fee, contributions in aid of construction for utilities, mailbox fees and the cost of recording the Warranty Deed will be paid by the Developer at closing. Purchaser will be responsible for all other costs and expenses associated with closing, including but not limited to any and all financing costs and expenses associated with Purchaser’s financing for the purchase of the Home and title insurance. Any real estate taxes and CDD Assessments not yet due will be pro-rated between Purchaser and the Developer at closing and will be the responsibility of Purchaser after closing.

Purchaser will be responsible for additional costs incurred by the Developer before closing if the Purchaser, as and if permitted by their Land Purchase Agreement or Home Purchase Agreement and upon the Developer’s approval, extends the closing date.

- 6. If applicable, list estimated costs for additional services, including but not limited to, site preparation, percolation, water and sewer hook-ups, and who is responsible for such costs:**

The Developer will pay costs for site preparation, percolation, water and sewer hook-up, and other fees related to the construction of the Homes. Pursuant to the Land Purchase Agreement and Home Purchase Agreement, the Developer will have the water and gas (if applicable) service turned on at the property in the Purchaser’s name and the Purchaser

agrees to pay for electric and gas used in construction and testing of systems of the Home up to seventy-five dollars (\$75.00) per utility.

Purchaser will pay for garbage, trash, water and sewage services to be provided by the Developer, or its successors, assigns or nominee. The charges for such services will be billed and paid on a monthly basis.

**7. Describe how the Developer holds title or interest to the property and the instrument by which he obtained title (i.e. fee simple, long-term lease, etc.):**

The Developer holds fee simple title to the property comprising Phase 1 of the Community, which it acquired by way of merger with an affiliate company. The remainder of the property comprising the Community is currently owned by an affiliate of the Developer. The Developer will acquire additional portions of the property on a rolling basis, as development progresses, pursuant to an Option Agreement with the current owner thereof.

**(a) Describe any liens or encumbrances on the property (itemize all mortgages or liens, etc.)**

The Homesites are not subject to any underlying mortgages and are not otherwise represented as security for financial arrangements.

**(b) Describe the manner by which title, right or other interest contracted for is to be conveyed to the purchaser (i.e., fee-simple warranty deed, lease, etc.):**

A Purchaser will be conveyed fee simple title to a Homesite (and Home constructed thereon) by Warranty Deed, free and clear of any and all encumbrances, subject only to taxes and assessments for the year of closing and thereafter (to be pro-rated), easements, restrictions and reservations of record (existing at the time of contract or placed of record prior to closing) and zoning regulations.

**(c) If the property is conveyed to purchasers, subject to any type of blanket liens, or encumbrances, as described above, what rights does a purchaser have in the event the developer defaults on said liens or encumbrances and by what method, if any, may a purchaser obtain free and clear title to their property?**

Not applicable.

**8. Summarize the terms and conditions of sale:**

Purchasers will be able to purchase either a Homesite with a Home of their choosing and selections to be constructed thereon (“Homesite-Home Purchase”), or a Homesite with a Home of a predetermined model and specifications constructed or to be constructed thereon (“Model Home Purchase”).

## Homesite-Home Purchase

A prospective Purchaser of a Homesite-Home Purchase will enter into two (2) contracts with the Developer, as “Seller,” for the purchase of a Homesite and construction of Home thereon. Initially, the Purchaser and Developer will enter into a Purchase Agreement (“Land Purchase Agreement”) for the specific Homesite being purchased. The Land Purchase Agreement contemplates that the Purchaser will also purchase the Home to be constructed by the Developer on the Homesite; provided, the terms and specifications of construction of the Home will be pursuant to a “Home Sale Addendum” entered into at the time the Home is ordered. The purchase price paid for the Home and improvements on the Homesite is separate and in addition to the purchase price paid for the Homesite and will be set forth in the Home Sale Addendum.

The purchase price for the Homesite will be set forth in the Land Purchase Agreement. The Homesite selected may be subject to a premium (based on location and/or size of the Homesite); if applicable, the premium will also be set forth in the Land Purchase Agreement. Purchaser will be required to make an initial deposit in the minimum amount of two thousand five hundred dollars (\$2,500.00) upon signing the Land Purchase Agreement. A second deposit will be required to be made upon execution of a Home Sale Addendum, as discussed below. The balance of the purchase price (including the additional price for the Home and improvements) will be due at closing. Purchaser will be responsible for other expenses at closing, as discussed herein above and as specified in the Land Purchase Agreement. The Homesite and Home will be sold for cash, unless the Purchaser obtains financing for their purchase. The purchase of the Homesite and Home is not contingent on the Purchaser obtaining financing, and the Purchaser will be obligated to close on their purchase regardless of whether they obtain any financing. The Developer is not providing any financing to Purchasers, although Purchasers may finance their purchase from any source of their choosing. Citizens First Bank, an affiliate of the Developer, may offer Fannie Mae loans to prospective Purchasers. Such loans would be at current market rates. Financing may also be available from a number of other local sources; however, the Developer makes no representation as to the availability of financing to any Purchaser from Citizens First Bank or any other lender.

The Land Purchase Agreement will set forth a date by which the Purchaser will select and enter into a Home Sale Addendum to order a particular Home and improvements for construction by the Developer. The Developer will be obligated to complete construction of the Home on the Homesite prior to the date of closing on the transaction (“Closing Date”) and subject to the Land Purchase Agreement. The Closing Date will be set by the Developer at the time the Home is ordered based on its construction timetable for the Home ordered and will be set forth in the Home Sale Addendum. The price of the Home and improvements ordered will be determined by the Developer’s prices prevailing at the time the Home is ordered. An additional deposit will be required at the time the Home Sale Addendum is executed. The amount of the additional deposit will be equal to the difference



between the total required deposit, as set forth in the Land Purchase Agreement, and the deposit previously paid.

The Developer will be unconditionally obligated by the Land Purchase Agreement to complete construction of the Home prior to the earliest of the Closing Date or two (2) years from the execution of the Land Purchase Agreement. Accordingly, construction of the Home will be completed no later than two (2) years following execution of the Land Purchase Agreement.

### Model Home Purchase

A prospective Purchaser of a Model Home Purchase will enter into a Purchase Agreement with the Developer, as "Seller," for the purchase of a Homesite with a predetermined model and specifications of Home already constructed or to be constructed thereon ("Home Purchase Agreement"). The purchase price for the Homesite and Home will be set forth in the Home Purchase Agreement. The Homesite may be subject to a premium (based on location and/or size of the Homesite); if applicable, the premium will also be set forth in the Home Purchase Agreement. The Purchaser will be required to make an initial deposit upon signing the Home Purchase Agreement in an amount to be specified in the Home Purchase Agreement, and an additional deposit in an amount and by a date both specified in the Home Purchase Agreement. The balance of the purchase price will be due at closing. Purchaser will be responsible for other expenses at closing, as discussed herein above and as specified in the Home Purchase Agreement. The Homesite and Home will be sold for cash, unless the Purchaser obtains financing for their purchase. The purchase of the Homesite and Home is not contingent on the Purchaser obtaining financing, and the Purchaser will be obligated to close on their purchase regardless of whether they obtain any financing. The Developer is not providing any financing to Purchasers, although Purchasers may finance their purchase from any source of their choosing. Citizens First Bank, an affiliate of the Developer, may offer Fannie Mae loans to prospective Purchasers. Such loans would be at current market rates. Financing may also be available from a number of other local sources; however, the Developer makes no representation as to the availability of financing to any Purchaser from Citizens First Bank or any other lender.

The Developer will make the selections to be constructed in the Home. The selection of items already installed or intended to be installed by the Developer prior to closing will be attached as an exhibit to the Home Purchase Agreement. The Purchaser may pay a change order fee and request a change order to the Home Purchase Agreement, including, moving up the Closing Date, or adding or modifying an enhancement package. The Developer will not remove any selections that have been installed prior to execution of the Home Purchase Agreement. The Developer will be obligated to complete construction of the Home on the Homesite prior to the Closing Date and subject to the Home Purchase Agreement. The Closing Date will be set by the Developer at the time the Home Purchase Agreement is entered and will be set forth in the Home Purchase Agreement.

The Developer will be unconditionally obligated by the Home Purchase Agreement to complete construction of the Home prior to the earliest of the Closing Date or two (2) years from the execution of the Home Purchase Agreement. Accordingly, construction of the Home will be completed no later than two (2) years following execution of the Home Purchase Agreement.

Both the Land Purchase Agreement and Home Purchase Agreement include a provision by which the Purchaser will acknowledge that it is not an investor purchasing the Homesite and Home with intent to resell the Homesite and Home within one (1) year. Therefore, the Purchaser agrees, by executing the Land Purchase Agreement or Home Purchase Agreement, not to sell, convey, or transfer their Homesite and Home for a period of one (1) year following the closing of their transaction (the “No Sale Period”). In the event the Purchaser sells, conveys, or transfers their Homesite and Home during the No Sale Period, the Purchaser agrees to forfeit any and all profits from such sale to the Developer. Profits are defined as the gross sales proceeds from any sale during the No Sale Period, less the gross purchase price from their original purchase. The Developer reserves the right to make exceptions for hardships such as death, in its sole discretion on a case-by-case basis. The No Sale Period clause of the Land Purchase Agreement or Home Purchase Agreement is subordinate to the interest of any mortgagee, and shall survive (continue to be in effect) the closing of the transaction contemplated by the Land Purchase Agreement or Home Purchase Agreement.

**9. Indicate the current property tax rate, the fiscal year to which it applies and whether the current rate is based upon raw acreage, subdivided homesite, or improved homesite (i.e., homesite with home or Unit).**

The property tax (or ad valorem tax) millage rate in Sumter County for the year 2023 is as follows:

<u><b>Taxing Authority</b></u>	<u><b>Rate</b></u>
Sumter County	5.190
Sumter County School Board	4.987
SWFWMD Board	0.2043
City of Wildwood	2.8287
<b>Total</b>	<b>13.21</b>

The millage rate is the amount of property tax charged per one thousand dollars (\$1,000.00) of taxable property value (or the assessed value). The amount of property tax paid on a Home is calculated using the following formula: Millage Rate x (\$1,000.00 x Assessed Value). The Sumter County Property Appraiser’s Office is responsible for determining the assessed value of the Home. The improvement of unimproved land and sale of a home each trigger reassessment of value by the Property Appraiser’s Office.

Millage rates are subject to change each year as the taxing jurisdictions set their operating budgets. Although a significant change in the millage rate is not anticipated, each taxing jurisdiction has the authority to adjust the millage rate annually. The Developer has no input or control over property tax rates or assessments.

## **PART VI**

### **COMMON AREAS AND FACILITIES**

#### **1. Describe any common areas and facilities:**

The following recreation centers are planned to be developed in Phase 1 and Phase 2 of the Community: Lake Harlow Park; Dry Creek Park; Thurston Park; and Kewadin Park.

Lake Harlow Park includes a pool (capacity of 50 people), restrooms and lockers, basketball court, dog park, corn toss area, unenclosed gathering pavilions, open green space, pickleball courts, tennis court, playground equipment (5 pieces), pond for fishing and kayaking, and pedestrian path, and parking spaces.

Dry Creek Park includes a pool (capacity of 50 people), restrooms and storage lockers, basketball court, corn toss area, pickleball courts, playground equipment (7 pieces), one or more unenclosed gathering covered pavilions, open green space, pedestrian path, and parking spaces.

Thurston Park will include a pool (capacity of 50 people), restrooms and lockers, basketball court, corn toss area, pickleball courts, playground equipment (type and number of pieces to be determined), dog park, outdoor fitness equipment (type and number of pieces to be determined), one or more covered unenclosed gathering pavilion, and open green space, and parking spaces.

Kewadin Park will include a pool (capacity of 50 people), restrooms and lockers, basketball court, corn toss area, pickleball courts, playground equipment (type and number of pieces to be determined), one or more covered unenclosed gathering pavilions, and open green space, and parking spaces.

There will be also be a network of pathways, tunnels and trails throughout the Community, as well as ponds that may be used for fishing and/or kayaking.

All other Common Area will be comprised of infrastructure improvements within the Community which may include, without limitation, entry areas, entry gates, and sign islands; drainage retention areas; the storm water management system; postal facilities, and appurtenant parking areas; lands owned by or conveyed to MCDDA; and all improvements now or hereafter constructed thereon, including, without limitation, walkways, paths, utilities, lighting systems, signage, structures, gates, access systems, recreational facilities, and landscaping; and all other improvements which are maintained by MCDDA.

As additional Phases of the Community are developed and Homes are sold, the Developer may, in its sole discretion, add new amenities and facilities to serve the residents of the Community.

Downtown Middleton will be adjacent to, but not part of, the Community. Downtown Middleton is not Common Area.

**2. Describe any limited common areas and facilities stating to which Unit or Units their use is reserved:**

Not applicable. There are no limited common areas in the Community.

**3. Describe the proposed method of operation and management of the common areas and facilities, and who will collect and be responsible for all fees, assessments and reserves for future replacement and repair of the common elements. Describe any management or service contract or agreement:**

There is no homeowners' association in the Community. The infrastructure, Common Areas and amenities in the Community that would normally be owned by a property or homeowners association will be owned, operated and maintained by MCDDA. MCDDA will acquire completed infrastructure, Common Areas and improvements thereon from the Developer pursuant to the Finance and Acquisition Agreement. Thereafter, MCDDA will be responsible for the operation and maintenance thereof. MCDDA's maintenance obligations shall be as set forth in the Declaration, on the plats of the Community, and as permitted or required by Chapter 190, Florida Statutes. MCDDA has the right to impose fees on Homesites and Owners for the provision of amenities or other services provided by it. Owners will be obligated to pay Maintenance Assessments to MCDDA to fund such operation and maintenance. The amount of the Maintenance Assessments will be based upon the adopted annual budget of MCDDA and are subject to change from year to year. MCDDA will finance its acquisition of any infrastructure, Common Areas and improvements (and may finance construction of such improvements, to the extent it constructs same) through bonds, which Owners will repay over the term of the CDD Bond through payment of Bond Assessments. The amount of the CDD Bond Assessments for a given CDD Bond will be fixed for the term of the CDD Bond.

Any fees and assessments due to MCDDA are in addition to any other sums payable and due, if any, under the Declaration.

All sums charged against any Owner, Home or Homesite by the Developer or MCDDA, together with court costs, reasonable attorneys' fees, late charges and interest (at the statutory rate) shall be secured by an equitable charge and continuing lien on such Homesite.

MCDDA entered into an Interlocal Agreement ("Interlocal Agreement") with Village Center Community Development District ("VCCDD") for the provision of management, finance, and administrative services to its residents by VCCDD, and MCDDA will provide funding for such services. VCCDD will provide MCDDA various and numerous functions

including, but not limited to, providing a local office for primary contact by Owners, maintaining all records of MCDDA, maintaining a legal office for MCDDA, managing day-to-day business of MCDDA, representation relating to business matters of MCDDA before the Board of Supervisors, providing public information, public education, management of the MCDDA operations, assistance to property owners, collection of assessments, and other services as may be deemed appropriate. MCDDA and VCCDD may agree upon additional services to be provided by VCCDD, for which MCDDA will be charged. MCDDA shall provide annual compensation to VCCDD in such amount as approved by the MCDDA Board as reflected in the MCDDA budget. Such costs shall be passed on to Owners as part of the Maintenance Assessments. The Interlocal Agreement shall be in effect for twenty (20) years, unless terminated earlier upon mutual agreement of the Boards of Supervisors of both MCDDA and VCCDD.

- 4. What is (if any) the dollar amount and percentage of Developer's contribution to operation of property owners association and/or common elements and amenities? Disclose the possible ramifications, if and when, Developer ceases his contribution:**

The Developer may, but is not obligated to, subsidize any shortfall in MCDDA's budget.

- 5. Describe what percent of any maintenance fee will be held as a reserve for replacement and repairs:**

Because the Community is a new development, MCDDA does not have a reserve fund for capital expenditures for the 2023-2024 fiscal year. As MCDDA continues to develop, MCDDA may establish reserves as part of its budget for the ensuing fiscal year at a level deemed necessary and appropriate. If established, the reserve fund will be funded through payment of Maintenance Assessments paid to MCDDA.

- 6. Indicate the percentage of undivided interest in the common areas and facilities appertaining to each Unit and its owners. The total percentage of the undivided interest of all Units shall equal one hundred (100):**

Not applicable. The Homes are owned in fee simple title. Owners have a right to use, but do not own any portion of, the Common Areas.

- 7. By what method may the declaration be amended? (i.e. percentage of vote):**

The Declaration may be amended by the Developer, as Declarant, without the consent of any other Owner, at any time that Declarant is an Owner, and after such time, then the Declaration may be amended by the affirmative vote or written consent of the Owners owning not less than two-third (2/3) of the Homesites. No amendment is permitted which changes the rights, privileges and obligation of the Declarant (even after such time as Declarant no longer is an Owner) without the prior written consent of the Declarant. Any amendment to the Declaration which alters the Storm Water Management System (as

defined in the Declaration), beyond maintenance in its original condition, including the water management provisions of the Common Areas, must have the prior written approval of SWFWMD.

**8. By what method may the by-laws be amended? (i.e., percentage of vote):**

Not applicable. Because there is no homeowners' association, there are no by-laws.

**9. To whom, when and how will total control of common areas and facilities be transferred?**

Initially, the Developer will control the Community infrastructure improvements and facilities, and Common Areas and improvements thereon. The Developer will convey the property and improvements to be owned by MCDDA by dedication on the plats of the Community. Such plat dedication constitutes a legal conveyance that is effective at the time of recordation of the plat in the plat book records of Sumter County. Following recordation of the plat, MCDDA will own, operate and maintain the tracts, improvements and facilities dedicated to it thereon. The Developer will subsequently record in the official records of Sumter County a quit claim deed evidencing conveyance of the same property from it to MCDDA. This type of deed is typically used for conveyance of property to a community development district, as the primary mode of conveyance is dedication on a recorded plat much like the manner in which privately owned property, such as roads, would be conveyed to a city, town or county. The quit claim deed is given for the sole purpose of conforming the real property records of Sumter County to the plat book records. The Developer will effectively control MCDDA until Turnover occurs.

Roads in the Community will be maintained by MCDDA for a period of two (2) years following completion but will be dedicated to the public by MCDDA and will be maintained by the City after MCDDA's two (2) year maintenance period.

**PART VII**

**ADDITIONAL INFORMATION**

**1. How many stories are there in each building, including the basement?**

Both one (1) and two (2) story homes are available depending upon the model chosen by the Purchaser.

**2. How many units are there in each building?**

One (1) single-family detached dwelling unit may be constructed on each Homesite. Multi-family dwelling units may be developed in the Community in the future but are not currently subject to this Property Report.

**3. What are the principal construction materials and style or type of architecture permitted or used?**

The homes built by the Developer are wood frame construction and poured concrete wall and/or block construction.

**4. Describe the purpose for which the building and each of the Units are intended, including restrictions (if any), as to use:**

The Homes are intended for and restricted solely to residential usage.

**5. Describe type of building, such as high-rise, cluster, garden, etc.:**

The Homes currently being offered are single-family detached dwelling units. Multi-family dwelling units may be constructed in the future.

The number of bedrooms, square footage and car storage will depend upon the Home selected by the Purchaser.

**6. Will any of the following representations be made in the offering or advertising of the Units for sale?**

(a) Money-back guarantee under specified conditions

Yes  No

**NOTWITHSTANDING THAT THERE IS NO MONEY-BACK GUARANTEE, MASSACHUSETTS PURCHASERS HAVE THE FOLLOWING STATUTORY RESCISSION RIGHTS:**



**MASSACHUSETTS PURCHASERS HAVE THE RIGHT TO CANCEL ANY CONTRACT OR AGREEMENT FOR THE PURCHASE OF ANY INTEREST IN THIS OFFERING BY SENDING OR DELIVERING WRITTEN NOTICE TO THE DEVELOPER OR ITS AGENT BY MIDNIGHT OF THE THIRD (3RD) DAY FOLLOWING THE DAY ON WHICH SUCH CONTRACT OR AGREEMENT WAS EXECUTED.**

- (b) A bonus or gift to the purchaser

Yes  No

- (c) Existence of nearby recreational facilities

Yes  No

The amenities and facilities within the Community will be advertised, as may the public amenities and facilities within The Villages.

- (d) A warranty of any kind

Yes  No

In connection with the purchase of a Home, the Purchaser will be furnished with an express limited warranty issued by a third party. The warranty includes one (1) year workmanship and material, a two (2) year warranty on electrical, plumbing and mechanical systems, and a ten (10) year limited structural warranty. All other express or implied warranties, including any oral or written statements or representations made by the Developer, as Seller of the Home, or any other person, and any implied warranty of habitability, merchantability or fitness, are disclaimed by the Developer and waived by the Purchaser, pursuant to the terms of a Warranty Addendum that will be executed by Developer and Purchaser.

- (e) Membership in a club or association

Yes  No

- (f) Construction or equipment guarantees

Yes  No

- (g) Restrictions on use or occupancy of property

Yes  No

(h) Any special sale inducements

Yes  No

**7. Risk Factors**

Not applicable. This is not a timeshare offering. There are general risks to buying real property and Purchasers are encouraged to obtain advice of counsel prior to the expiration of their rescission period.

**8. Summarize the terms and conditions of any governmental, judicial or administrative orders, consent agreements or disciplinary action taken by any entity under which the Developer/applicant is currently operating, and/or the interests offered pursuant to this statement are subject to (including improvement trust agreements, taxing districts, etc.):**

There are no judicial or administrative orders, consent agreements, or disciplinary actions that have been taken by any governmental entity under which the Developer is operating.

As explained in this Property Report, the Community comprises Middleton Community Development District A (MCDDA), a special purpose governmental entity formed to serve the long-term specific needs of the Community. Created pursuant to Chapter 190 of the Florida Statutes, MCDDA's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents. MCDDA will have the right to impose fees on Homesites and the Owners thereof for the provision of amenities or other services. Residents within MCDDA will be subject to two types of CDD Assessments: (i) an annual assessment for operations and maintenance ( Maintenance Assessments), which can fluctuate up and down from year to year based on the budget adopted for that fiscal year, and (ii) an annual capital assessment (Bond Assessments) to repay bonds sold by MCDDA to finance community infrastructure and facilities, which annual assessments are generally fixed for the term of the bonds.

Additionally, the Community is subject to the Area B Development Agreement (defined and discussed earlier in this Property Report) and will be developed in compliance with the rights, uses, limitations, and standards promulgated thereby. All improvements, activities on, and use of Homesites in the Community are subject to the Area B Development Agreement, and no Owner may use their Homesite or Home in any way that is contrary to, or which would create a violation of, any terms contained in the Area B Development Agreement.

RECEIPT FOR PROPERTY REPORT  
FOR  
**MIDDLETON**

I have received and have been afforded the opportunity to read the Massachusetts Property Report dated July 8, 2024 for the above-named community.

Date and time received \_\_\_\_\_.

\_\_\_\_\_  
Witness/Salesperson

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness/Salesperson

\_\_\_\_\_  
Signature

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness/Salesperson

\_\_\_\_\_  
Signature