



BUILDERS ADDENDUM TO OFFER TO PURCHASE & CONTRACT

This Addendum is intended to supplement that Offer to Purchase and Contract (“Contract”) dated _____ by and between _____ hereinafter “Buyer”) and RiverWILD Homes, LLC (hereinafter “Seller”), regarding that certain real property located at **3999 Baileys Xrds Road**, and more particularly described as Lot **1**, in or near the City of **Benson**, County of **Harnett**, North Carolina. The terms and conditions of the aforementioned contract are incorporated by reference herein and this Addendum shall be part of said contract as if fully set forth therein. In the event of conflict between the terms of this Addendum and the terms of the accompanying Contract, the terms of this Addendum shall control and supersede the terms of the Contract. The parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The Closing Attorney/Settlement Agent for this transaction shall be the law firm of Whitaker & Hamer, PLLC, which is located at 121 E. Main Street in Clayton, North Carolina 27520.
2. Buyer has received a copy of the Restrictive Covenants for the above referenced property from his/her agent and acknowledges herein that it is his/her sole responsibility to read said covenants for compliance.
3. It is Buyer’s responsibility to confirm school assignment and any potential redistricting resulting from the purchase and occupation of the real property identified herein.
4. The parties hereto acknowledge that all builder deposits are non-refundable and all such deposits shall be delivered within five (5) days of executed Contract.
5. Buyer hereby acknowledges that Reid Smith, of RiverWILD Homes, LLC, and Jaclyn Smith, of RiverWILD Real Estate, LLC, are husband and wife and that neither represent Buyer.
6. Buyer acknowledges that Seller will not be responsible for any capital contribution or similar fees relating to the homeowners’ association or management company, including but not limited to document preparation, move-in/move-out fee, preparation of insurance documents, statement of unpaid assessments, and transfer fees. Additionally, Buyer acknowledges that Seller shall not be responsible for the payment of excise tax and Buyer shall assume responsibility for the payment of the excise tax at Closing.
7. The parties hereto acknowledge that Seller builds “pre-assigned, speculative” homes - not custom homes - meaning all selections are made from the Seller’s pre-chosen samples and vendors. The parties acknowledge that Seller does not accommodate “vendor shopping”. All of the items that Buyer chooses will be selected from and in conjunction with a representative of Seller.
8. Seller’s Contribution to Closing Costs: As outlined in the Contract, Seller has agreed to pay at settlement a maximum amount of \$ _____ as a contribution towards Buyer’s Closing expenses accrued and payable at closing including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer’s lender. Buyer may apply this contribution, up to the total amount, toward the loan origination fee, appraisal fees, attorney’s fees, and “pre-pays” (taxes, insurance, and homeowners’ association dues) or other usual and customary lender fees. No portion of this amount may be applied as a credit to Buyer or to other expenses/vendor not previously agreed to as part of the Contract. Buyer acknowledges that a portion of this contribution may be disallowed by Buyer’s lender and that Seller has no control over the regulations and requirements set forth by said lender.

_____ Buyer Initials _____ Buyer Initials _____ Seller Initials

9. Floor plans vary in regard to square footage, special features and upgrades; therefore many of the items viewed in other homes built by Seller may not be standard features. Architectural renderings, floor plans and artist renderings are not to be used for the purposes of buying within the projects they depict as they may not be current or could have changed. Buyer acknowledges that it should not base any decision to buy real estate or anything else from these images, renderings or illustrations. Buyer shall consult with the sales representative of Seller to obtain the current building specifications before submitting the Contract.

10. Seller will not install or allow to be installed prior to closing any items provided/purchased by Buyer.

11. Buyer may not engage the project manager, or tradesmen/subcontractors to make additions or changes of any kind from the commencement of construction through completion of construction and closing on said property. Any changes desired by Buyer must be coordinated between Buyer's agent and a representative of the Seller.

12. All upgrades, changes and additions must be submitted on the appropriate Change Order form prepared by Buyer's agent. No upgrades, changes or additions shall be made unless the appropriate Change Order has been submitted to Seller in writing and the upgrade, change or addition requested has been paid for by Buyer.

13. Seller shall diligently pursue the construction of the dwelling in accordance with the Contract and this Addendum, and shall complete said construction as a "turn-key" job on or before the Closing Date. If Seller is delayed at any time in the process of construction by a) any act or the negligence of Buyer, b) any changes ordered in the construction, c) material shortages, adverse weather conditions, or delays in transportation which were not reasonably anticipated or d) acts of God, then the time for completion on construction of the House and Closing shall be extended automatically by a reasonable time to account for the delay experienced. Construction shall be deemed complete when i) the House has been completed in accordance with the Plans and Specifications and is broom-clean AND ii) a certificate of compliance has been issued by the appropriate government authority having jurisdiction over the construction of the house. Builder is not responsible for any fees resulting from such delays of the closing date including but not limited to any fees associated with the extension of the interest rate lock assessed by Buyer's lender. Seller shall have the unilateral right to extend Closing by fourteen (14) days to complete the dwelling.

14. In accordance with Seller's builder's insurance company and North Carolina State Law, Buyer acknowledges that it understands and agrees that it will not be permitted on the job site between the hours of 6:00am and 6:00pm during weekdays, unless accompanied by their agent. Further, Buyer understands that in the event that it does enter the job site, that they are doing so at their own risk and assume any and all liability resulting from said entry. Buyer shall hold Seller harmless from any claims which may result from entry as contemplated herein as allowable by law. The previously stated provisions shall apply even if Buyer is accompanied by Seller or Buyer's agent. Any entry upon the job site after hours is done at the sole risk of Buyer.

15. Buyer is responsible for having the utilities turned on in their name within 24 hours after the closing (i.e., electric, water/sewer, gas). Buyer acknowledges that his/her utilities WILL BE DISCONNECTED IF NOT TRANSFERRED INTO HIS/HER NAME WITHIN 24 HOURS AFTER CLOSING.

SELLER:

RiverWILD Homes, LLC

BY: _____

NAME: _____

TITLE: _____

BUYER(S):

NAME: _____

NAME: _____

LIMITED WARRANTY ADDENDUM

Property: 3999 Baileys Xrds Road

Seller: RiverWILD Homes, LLC

Buyer: _____

This Addendum is attached to and made part of the Offer to Purchase and Contract (the “Contract”) between Seller and Buyer for the Property.

Paragraph 10 of the Contract is hereby deleted in its entirety and replaced with the following:

10. HOME WARRANTY. At or prior to closing, Seller and Buyer will complete the form(s) necessary to enroll the home constructed on the Property in a limited home warranty program administered by Quality Builders Warranty Corporation (“QBW”). Any enrollment fees charged by QBW will be paid by Seller. In connection with the enrollment, Buyer will be provided with a copy of the QBW Limited Warranty Agreement. To the fullest extent permitted by law, the express warranties set forth in the QBW Limited Warranty Agreement shall be the sole and exclusive warranties applicable to the Property and the home constructed thereon. Any implied or other warranties that may otherwise apply to the Property or the home constructed thereon are hereby disclaimed by Seller and Buyer.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: _____

Entity Seller: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



DISCLOSURE TO BUYER FROM SELLER
AND BUYER ACKNOWLEDGMENT

The following, if initialed, are applicable to the transaction as contemplated in the Offer to Purchase and Contract by and between RiverWILD Homes, LLC (“Seller”) and _____ (“Buyer”):

Covenant and Zoning Disclosure Agreement. Buyer acknowledges that Seller has not performed a full title examination of the property, in order to determine the existence of restrictive covenants and other conditions of title to the property in question, including zoning requirements, the existence of a homeowners association, or easements. If available and requested, such restrictions and conditions have been or will be supplied to Buyer, and, if applicable, Buyer acknowledges receipt of same. Buyer is advised to seek legal counsel should there be a question regarding the legal implications of such restrictions and conditions, if any, including, if applicable, whether the common area has been conveyed to the homeowners association.

Public versus Private Road Acknowledgment. Buyer acknowledges that the access to the Property to be purchased is via a public _____ private (check one) road. If private, the road is currently maintained by _____ the developer _____ the homeowners association _____ the owners fronting the road right of way (check one). If private and maintained by the developer, the road _____ will _____ will not (check one) be turned over to the North Carolina Department of Transportation (NCDOT) for future maintenance. Buyer is advised to verify whether the road, if public, has been accepted into the NCDOT road system for future maintenance. The website for this verification is <https://apps.dot.state.nc.us/srlookup/>. Buyer is advised to seek legal counsel should there be a question regarding the legal implications of road maintenance if the road is private and/or has not been accepted into the NCDOT road system.

Disclosure and Release Regarding Mold. Mold and/or other microscopic organisms may exist in or around the Property, which can cause physical injuries, including, but not limited to, allergic and/or respiratory reactions, particularly in persons with immune systems problems, young children or the elderly. Buyer acknowledges this and accepts full responsibility and risk for any and all injuries which may arise out of the exposure by client to mold and/or other microscopic organisms. Buyer is advised to conduct his/her/their own due diligence using appropriate and qualified experts.

Buyer Initials _____ Buyer Initials _____ Seller Initials ^{DS} RAMS Seller Initials _____

Square Footage and Property Size/Dimensions. The measurements and square footage of the Property are as disclosed in the MLS listing, and reviewed for accuracy using the tax card filed with the county. The Property _____ has does not have (check one) additional unpermitted square footage per the disclosure statement, meaning some improvements creating finished area, formerly unfinished area, may have been completed without permitting the process with the appropriate zoning authorities. **The unpermitted square footage may be uninsurable or even be required to be removed in the future, and therefore, Buyer is advised to consult with the local building inspector, Buyer's insurance agent, and closing attorney, should Buyer wish to verify the accuracy of the Property dimensions, whether the finished rooms were properly permitted, and the consequences if there is unpermitted square footage.** This information is deemed reliable but is not guaranteed.

Proposed Highway Expansion. The Property is included in the area designated by the North Carolina Department of Transportation as an area either within or close to a parcel being considered for the following highway extension or expansion (circle one): NC 55 ---- US 540 Southern Extension ---- US 540 Eastern Extension ---- Highway 42 East/West Connector --- Other: _____. Buyer is advised to contact the North Carolina Department of Transportation for further information.

Aircraft Noise Notification. The Property is located in an area adjacent to or near an airport, which may expose the Property to regular and concurrent aircraft noise levels exceeding the typical ground-based noise. Exposure to aircraft noise may affect the usability of the Property.

As-Built Survey. Buyer is advised that the Property may not have been surveyed by the Seller, or there is not a survey available showing the location of the improvements and impervious surfaces on the Property. Buyer is further advised that impervious surface rules may prevent future improvements to the home or lot, including, but not limited to, any additions, paving and outbuildings, and Buyer should seek legal or survey counsel to verify.

Flood Insurance. If checked, Buyer has been notified that some or all of the Property is in in a Zone _____ flood zone, and flood insurance may be required by Buyer's lender. If the property has water intrusion from some outside body of water, Buyer's homeowner's policy may not cover the damage. Buyer should obtain information from Buyer's insurance company, to determine what water-related issues are covered, and whether Buyer should obtain flood insurance in addition to homeowners insurance.

Off-Site Septic Field. Buyer is advised that the Property contains either a Repair Field or Drain Field that is not a part of the lot and may not even be a contiguous parcel to the Property. The additional lot may either be an additional fee parcel, or a parcel owned by someone else but subject to an easement for Buyer's septic use. Buyer is advised that said additional lot may require additional maintenance and/or County inspections.

Buyer Initials _____ Buyer Initials _____ Seller Initials  Seller Initials _____

Radon. Radon is a colorless, odorless gas which comes from the natural breakdown of uranium in the soil. It is found in homes nationwide including North Carolina. It typically moves up from the ground through cracks or holes in the foundation and may become trapped in the home or well water, creating higher than Federally acceptable amounts in the air and water supply (4.0 picocuries per liter is the minimum acceptable amount). Radon can be remediated and Buyer is advised to have the home and well tested to determine whether remediation may be required.

Fencing and Accessory Structures. Buyer is advised that construction of a fence or accessory structure, including a pool, garage or storage building, may require a building or zoning permit, as well as an architectural approval application if the property is located in a subdivision with restrictive covenants. In addition, the construction of same may result in a violation of impervious surface rules for the lot. If these additions are important, Buyer is advised to contact the appropriate authorities in order to obtain approval.

Animals. Buyer is advised that municipal or county regulations, or restrictive covenants, may limit the number and types of pets permitted. Underground fencing may also require a permit or notice to the public of its existence on the Property.

Underground Storage Tank. If checked, Buyer is advised that the Property contains an underground storage tank that _____ is _____ is not (check one) currently being used for the following purpose: _____. If applicable, the tank _____ has _____ has not (check one) been appropriately abandoned as required by local, state and Federal applicable laws. Buyer is advised to seek legal counsel to determine the impact of such disclosed information.

Homes Constructed Prior to 2000. Older homes may contain hazardous or defective materials, including, but not limited to, asbestos, lead based paint, synthetic stucco or composition siding, and polybutylene or cast iron piping. If Buyer is specifically concerned about any of these building materials being in the home, and the home was constructed prior to 2000, then Buyer is advised to procure specific inspections to address whether there exist any potential hazards in the home and the possible effects as a result of the existence of these materials in the home.

School Assignments. Assignments to a particular school or schools for the Property are not guaranteed. Current assignments are subject to change due to redistricting, capped schools or construction of new schools. If important to the Buyer, Buyer should consult with the local school system prior to presenting an offer.

Buyer Initials _____

Buyer Initials _____

Seller Initials _____

^{DS}
RMS

Seller Initials _____

Well Contaminants. If the home's water supply is a well, then Buyer is advised to have the water supply tested for not only for potential bacterial contaminants, such as, e-coli and coliform, but also for radon, uranium and radium. For more information, Buyer may contact wakegov.com/wells, or 919-893-WELL (9355), or johnstoncountync.com/envhealth/ or at 919-989-5180.

Nearby Farm Use. If checked, the Property is within one mile from undeveloped acreage in excess of 10 acres, which may be actively farmed. Buyer is advised to seek legal counsel or contact appropriate governmental agencies, in order to determine the extent of such farm use, if any.

Nuisance Notice. If checked, the Property is located 500 yards or less from an electric transmission line (other than a service line to the Property or the Property's neighborhood), sewer or water treatment facility, waste removal facility, or other related nuisance, specifically a _____. Buyer is advised to contact the county or municipality, or, as applicable, the private contractor responsible for construction and maintenance of the facility, for further information.

Buyer executes this document acknowledging receipt thereof.
This the _____ day of _____, 20_____.

Buyer

Buyer

DocuSigned by:

EA9EED9F2AA64CA...

Seller

Seller

BUILDER STANDARDS



EXTERIOR FEATURES

- Vinyl Siding - Board & Batten or Shake Accent (Per Plan)
- Stem Wall Foundation or Crawl Foundation [^] **
- Rear Covered Porch (Size Per Plan), Ceiling Fan Prewire, Optional Upgrades: Grilling Pad & Screening
- Gravel Driveway with Concrete Parking Pad
- Professional Landscaping Package - Sod in Front & Side Yard / Seed & Straw in Rear Yard
- Professional Landscaping Package - Attractive Shrubbery Package & One Ornamental Street Tree in Front Yard
- Seamless Aluminum Gutters (Per Plan)
- Single Hung White Windows (Grid Pattern on Front Windows / Clear on Side and Back Windows) *No window screens*
- Painted Front Door (solid or half-glass) * **
- Shutters (Per Plan)

INTERIOR FEATURES

- 9' Ceilings First Floor
- 8' Ceiling Second Floor
- 5 1/4" Baseboards Throughout
- Mohawk laminate flooring (kitchen, dining, living room, foyer, bathrooms & laundry room)
- Mohawk Carpeted Flooring on Stairs and all Bedrooms
- Wrought Iron Pickets & Decorative Stained Hand Rail (Per Plan)
- Trey Ceiling & Crown Molding in Main Bedroom (First Floor Only)
- Ceiling Fan Pre-wire All Bedrooms
- Ceiling Fan in Main Bedroom & Living Room
- 5 Ft. Ceramic Tile Shower with Fiberglass Pan in Main Bathroom
- Fiberglass Insert Tubs/showers in Secondary Bathrooms* (Tile surround offered as upgrade)
- 36" Vanities with quartz in all full Bathrooms
- Picture Framed Mirror in Main Bathroom
- 36" Aristokraft Sinclair Straight Lay Kitchen Cabinets with Cove Crown Molding
- Granite Countertops in Kitchen
- Tile Backsplash in Kitchen
- Stainless Steel Appliances (Electric Range / Dishwasher / Microwave)
- Moen black plumbing fixtures
- Black Fixtures & Hardware (Throughout House)
- Ventless gas fireplace or electric fireplace per lot
- Ventilated Shelving in Pantry & Closets

Initial Here: _____

* Plan Specific, ^ Lot Specific, ** Elevation Specific, *** At RiverWILD Homes' discretion, ^^Subject to change based on availability of supplies & materials.

RIVERWILD HOMES

RiverWILD refers to RiverWILD, LLC and/or its affiliates. All actions are taken on behalf of RiverWILD Real Estate, LLC.

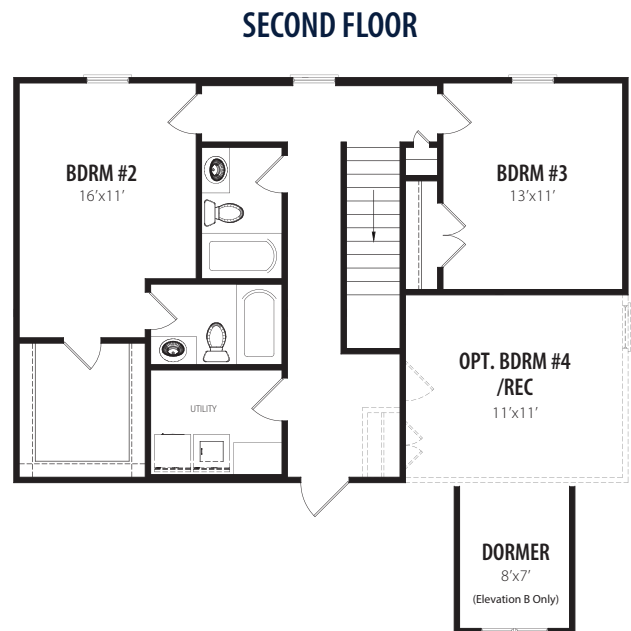
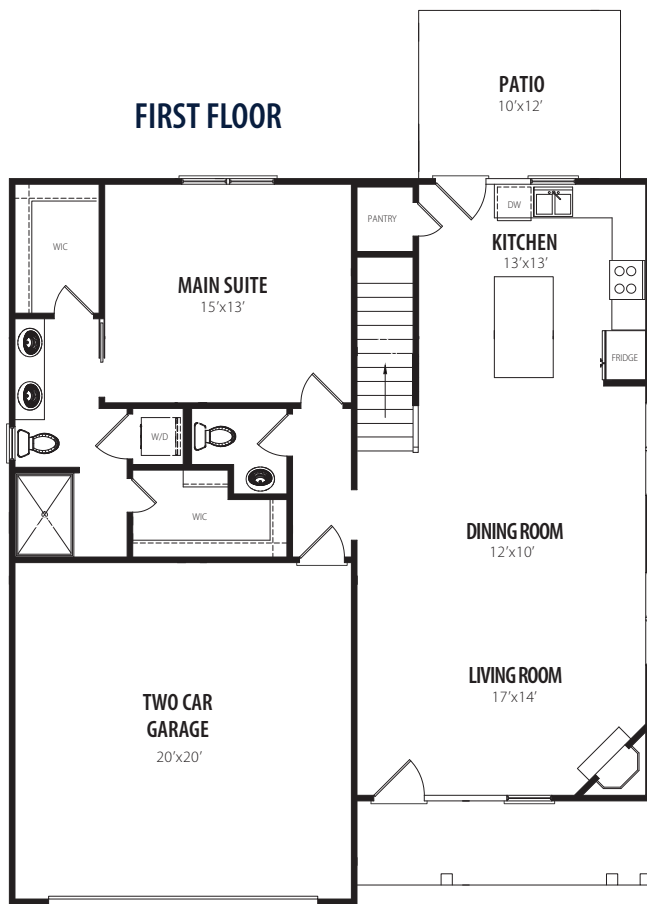
Due to our continuing effort to improve our homes, the features included as standard are subject to change, without notice.

All homes include: 1-year limited builder warranty, 2-year mechanical warranty on all systems, 10-year major structural components transferable limited warranty.



FRANKLIN DELUXE

3-4 Bedroom, 2.5 Bath, 1,920-2,148 Sq.Ft.



STAYWILD.COM

RIVERWILD HOMES | 114 W. Main Street, Clayton, NC 27520 | 919.813.0123

RiverWILD refers to RiverWILD, LLC and/or its affiliates. All actions are taken on behalf of RiverWILD Real Estate, LLC
 *Prices, plans, dimensions, features, specifications, materials, and availability of homes or communities are subject to change without notice or obligation. Illustrations are artist's depictions only and may differ from completed improvements. Photos, videos and virtual tours may not accurately represent specifications, selections or floorplan options available in every community.



Community & Lot Number: Lot 1

ELEVATION A

Buyer Information:

Name:

Phone:

Email:

Address (Current):



ELEVATION B

NORTH CAROLINA HARNETT COUNTY
 I, Mickey R. Bennett, PLS do certify that this plat was drawn under
 my supervision (deed description recorded in Book (see ref.), Page
 (see ref.)), that boundaries not surveyed are clearly
 indicated as drawn from information found in Book (see ref.), Page
 (see ref.), that the ratio of precision as calculated is 1:10000.
 Witness my original signature, registration number and seal this
 15th day of April, 2025 A.D.

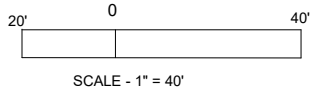


Mickey R. Bennett PLS

MICKEY R. BENNETT
 L - 1514

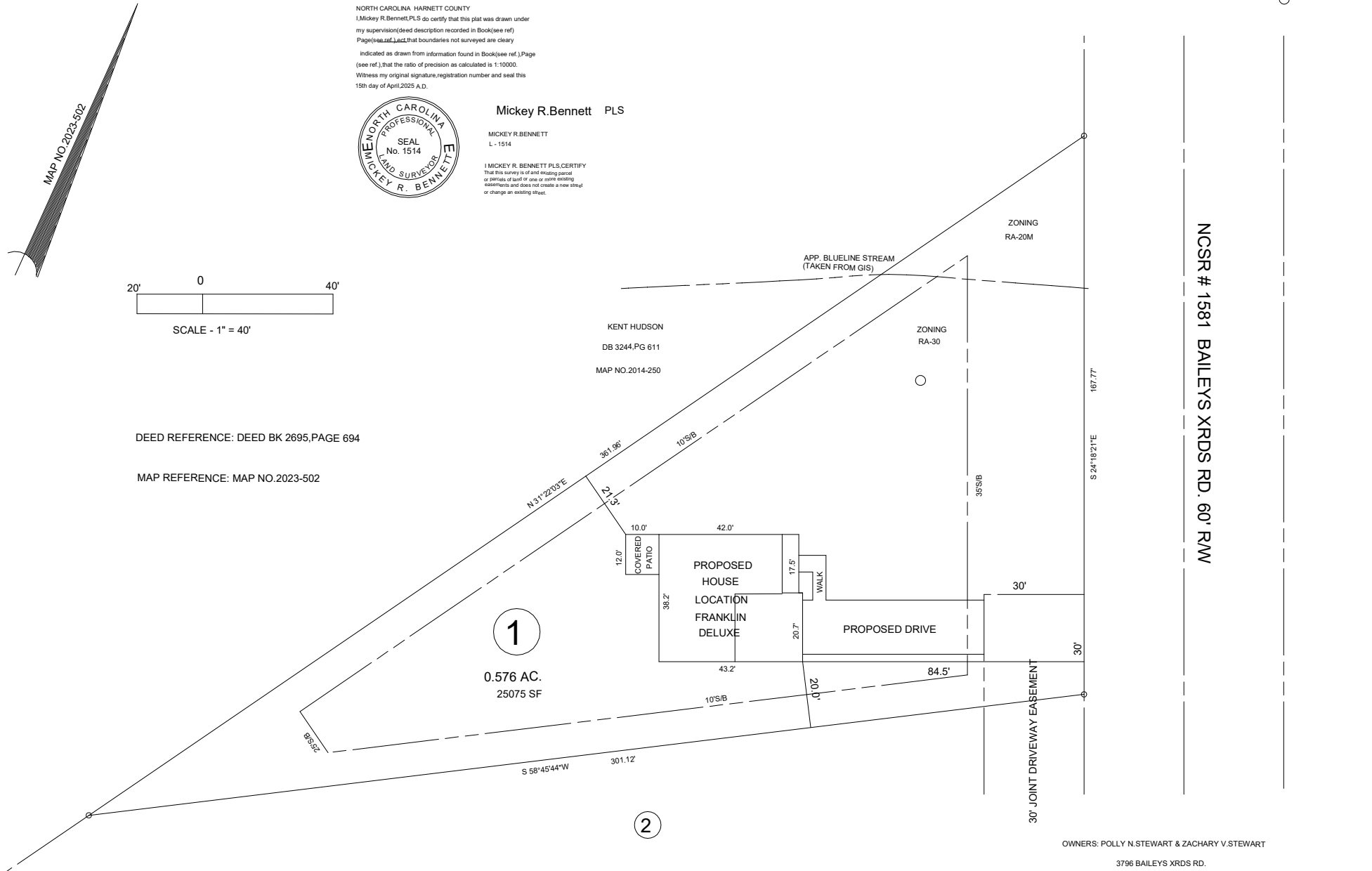
I, MICKEY R. BENNETT, PLS, CERTIFY
 That this survey is of and existing parcel
 or parcels of land of one or more existing
 owners and does not create a new street
 or change an existing street.

MAP NO. 2023-502



DEED REFERENCE: DEED BK 2695, PAGE 694

MAP REFERENCE: MAP NO. 2023-502



1

0.576 AC.
 25075 SF

2

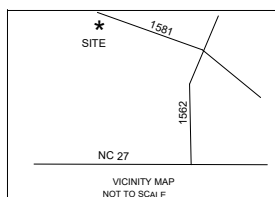
NCSR # 1581 BAILEYS XRDS RD. 60' RW

OWNERS: POLLY N. STEWART & ZACHARY V. STEWART
 3796 BAILEYS XRDS RD.
 BENSON, NC 27504

EXISTING PARCEL
 3999 BAILEYS XRDS RD, BENSON NC 27504

MINIMUM BUILDING SETBACKS

- FRONT YARD ——— 35'
- REAR YARD ——— 25'
- SIDE YARD ——— 10'
- CORNER LOT SIDE YARD — 20'
- MAXIMUM HEIGHT ——— 35'



PROPOSED PLOT PLAN - LOT - 1 STEWART FARMS S/D		BENNETT SURVEYS F-1304 1662 CLARK RD., LILLINGTON, N.C. 27546 (910) 893-5252			
		TOWNSHIP GROVE	COUNTY HARNETT	SURVEYED BY:	PLANNING NO.
STATE: NORTH CAROLINA		DATE: APRIL 15, 2025	SCALE: 1" = 40'	DRAWN BY: RVB	DRAWING NO.
ZONED RA-20 & RA-30	WATERSHED DISTRICT	PID # 071610 0100 05 PIN # 1610-58-7692.000	CHECKED & CLOSURE BY: RVB		24423

Closings Contact Form

Community & Lot Number: **Lot 1** _____

Buyer Information:

Name: _____

Phone: _____

Email: _____

Address (Current): _____
