



ADDENDUM TO CONTRACT

This addendum to the offer to purchase and contract dated _____ between _____, Buyer, and JSJ Builders Inc., Seller, regarding property known as Lot _____, in or near the City of _____, County of _____, North Carolina, by reference hereto, is incorporated in and is a part of said contract, as follows:

- _____ 1. Closing Attorney to be _____. Keys will not be given to the buyers until funding and recording has taken place.
- _____ 2. Buyer has received a copy of the restrictive covenants from his/her agent and acknowledges his/her responsibility to read them for compliance.
- _____ 3. It is the buyer's responsibility to confirm school assignment and any potential redistricting.
- _____ 4. JSJ Builder Inc. builds "pre-assigned, speculative" homes – not custom homes, which means all selections are made from our pre-chosen samples and vendors. We do not accommodate "vendor shopping". All of the items that you can choose will be selected with an approved vendor of JSJ Builders, Inc.
- _____ 5. Floor plans vary in regard to square footage, special features and upgrades; therefore, many of the items viewed in other homes may not be standard.
- _____ 6. Builder will not install or allow to be installed prior to closing any items provided/purchased by the buyer.
- _____ 7. Any pricing (i.e., upgrades, screened porches, etc.) will be done directly through JSJ Builders, Inc. Pricing done in the field by a trade partner and/or field associate will not be honored.
- _____ 8. Buyers may not engage the Building Superintendent, or tradesmen/subcontractors to make additions or changes of any kind while under construction and/or prior to closing. Such changes must be coordinated between their agent and JSJ Builders, Inc.
- _____ 9. All upgrades, changes and additions must be submitted on a Change Order form prepared by your agent. If it is not in writing and paid for, no upgrades, changes or additions will be made.
- _____ 10. Buyer is to coordinate all available interior and exterior selections through vendors on list provided by builder's agent. Buyer will have 7 Days from the date of accepted contract for selections to have been made and/or make changes, upgrades or additions. A \$250 fee plus the cost per accepted change will apply after 30 days from the date of accepted contract. The

stage of construction at the time of contract will determine which changes the builder will accommodate.

- _____ 11. Upgrades, changes and additions must be paid for in advance and are non-refundable.
- _____ 12. Builder shall diligently pursue the construction of the House, and shall complete construction as a “turn-key” job on or before the closing. If seller is delayed at any time in the process of construction by a) any act or neglect of Buyer, b) any changes ordered in the construction, c) material shortages, adverse weather conditions, or delays in transportation which were the reasonably anticipate 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; ii) a certificate of compliance has been issued by the appropriate governmental authority having jurisdiction over the construction of the house. Builder is not responsible for any fees i.e., extension of interest rate lock, etc., resulting in such delays of closing.
- _____ 13. In accordance with the Builder’s insurance company and NC State Law: a) Buyers understand and agree that they will not be on the job site between the hours of 6:00a.m. and 6:00 p.m. during weekdays unless accompanied by their agent with an appointment. B) Buyers understand that they enter the job site at their own risk, even when accompanied by the builder or agent. C) Buyers enter the job site after ours at their own risk.
- _____ 14. The builder will conduct one home owner orientation at least one week before the closing date to review all JSJ warranty coverage and procedures, go over general information concerning the house, and allow the buyer(s) an opportunity to point out any items of concern. If the builder agrees to address the concerns, they will be added to the pre-closing orientation form. There will be a final meeting the day of closing to review the items corrected from the pre-closing orientation form. This final meeting is to review ONLY the items noted on the pre-closing orientation form. IF any new items are discovered that the builder agrees to address, closing will be pushed one week to allow for repairs.
- _____ 15. If buyer chooses to have a third-party home inspection, to include radon testing, the builder must be made aware. The home inspection must be completed with report provided to the builder prior to the home orientation along with a due diligence repair request.
- _____ 16. The buyer is responsible for having the utilities turned on in their name by the day of closing i.e., electric, water/sewer, gas. The builder will have all utilities scheduled for cutoff the day after closing.

Buyer Date JSJ Builders, Inc. Date

Buyer Date Buyer Email Address & Phone