



## 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 \_\_\_\_\_ 49 Fetterbush Way \_\_\_\_\_, and more particularly described as Lot \_\_\_\_\_ 17 \_\_\_\_\_, in or near the City of \_\_\_\_\_ Clayton \_\_\_\_\_, County of \_\_\_\_\_ Johnston \_\_\_\_\_, 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: \_\_\_\_\_

**OWNERS' ASSOCIATION DISCLOSURE ADDENDUM**

**NOTE:** For when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: 49 Fetterbush Way

Buyer: \_\_\_\_\_

Seller: **RiverWILD Homes, LLC**

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

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

(specify name): O'Neil Overlook HOA whose regular assessments ("dues") are \$ 550.00 per year. The name, address and telephone number of the president of the owners' association or the association manager are: IRJ Property Management 919-322-4680 info@irjpm.com

Owners' association website address, if any: \_\_\_\_\_

(specify name): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager are: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Master Insurance Policy                      | <input type="checkbox"/> Street Lights                         |
| <input type="checkbox"/> Real Property Taxes on the Common Areas      | <input type="checkbox"/> Water                                 |
| <input type="checkbox"/> Casualty/Liability Insurance on Common Areas | <input type="checkbox"/> Sewer                                 |
| <input checked="" type="checkbox"/> Management Fees                   | <input type="checkbox"/> Private Road Maintenance              |
| <input type="checkbox"/> Exterior Building Maintenance                | <input type="checkbox"/> Parking Area Maintenance              |
| <input type="checkbox"/> Exterior Yard/Landscaping Maintenance        | <input type="checkbox"/> Common Areas Maintenance              |
| <input type="checkbox"/> Trash Removal                                | <input type="checkbox"/> Cable                                 |
| <input type="checkbox"/> Pest Treatment/Extermination                 | <input type="checkbox"/> Internet service                      |
| <input type="checkbox"/> Legal/Accounting                             | <input type="checkbox"/> Storm Water Management/Drainage/Ponds |
| <input type="checkbox"/> Recreational Amenities (specify): _____      | <input type="checkbox"/> Gate and/or Security                  |

Other (specify) \_\_\_\_\_  
 Other (specify) \_\_\_\_\_



**This form jointly approved by:**  
**North Carolina Bar Association's Real Property Section**  
**North Carolina Association of REALTORS®, Inc.**

Buyer initials \_\_\_\_\_ Seller initials RMS



**STANDARD FORM 2A12-T**  
**Revised 7/2022**  
**© 7/2024**

3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except:

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except:

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: \$400 Capital Contribution Fee plus \$625 HOA Certification Fee

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Entity Buyer: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller:  \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Seller: \_\_\_\_\_

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LIMITED WARRANTY ADDENDUM**

Property: 49 Fetterbush Way

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: \_\_\_\_\_

NORTH CAROLINA

ADDENDUM TO OFFER TO PURCHASE AND CONTRACT

Johnston COUNTY

This Addendum, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between RiverWILD Homes, LLC and \_\_\_\_\_ (hereinafter "Seller"), and \_\_\_\_\_ and \_\_\_\_\_, (hereinafter "Buyer"), for the sale and purchase of that certain property more particularly described as 49 Fetterbush Way (hereinafter "Property").

1. The Buyer understands and acknowledges that the contract price agreed upon by the parties may be in excess of the appraised value of the Property.
2. The Buyer represents that the Buyer has sufficient funds to fund the difference out of pocket, if the Property does not appraise for the contract price.
3. The Buyer understands and acknowledges that the Seller has no expectation of reducing the contract price to the appraised value in the event the Property does not appraise for the contract price.

In witness whereof, the parties have executed this document in their respective capacities as Seller and Buyer, as of the day and year first above-written.

\_\_\_\_\_  
Seller (SEAL)

\_\_\_\_\_  
Seller (SEAL)

\_\_\_\_\_  
Buyer (SEAL)

\_\_\_\_\_  
Buyer (SEAL)



**STATE OF NORTH CAROLINA  
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT**

**Instructions to Property Owners**

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check  in the appropriate box.

**MINERAL AND OIL AND GAS RIGHTS DISCLOSURE**

Mineral rights and/ or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/ or oil and gas rights from the owner or by reservation of the mineral rights and/ or oil and gas rights by the owner. If mineral rights and/ or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>                    </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.			
<u>                    </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.			
<u>                    </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.			
<u>                    </u> Buyer Initials	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.			
<u>                    </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.			
<u>                    </u> Buyer Initials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.			

**Note to Purchasers**

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 49 Fetterbush Way

Owner's Name(s): RiverWILD Homes, LLC

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Reid M Smith **RiverWILD Homes, LLC** Date \_\_\_\_\_  
DocuSigned by: EA9EED9F2AA64CA...

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

REC 4.25  
1/1/15  
New listing



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 <sup>DS</sup> 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 \_\_\_\_\_

<sup>DS</sup>  
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

O'NEIL OVERLOOK



## EXTERIOR FEATURES

- Two car garage (Pre-finished sheetrock all walls)
- Vinyl siding\*
- Board & batten or shake accent\* \*\*
- Mono-slab foundation or stem wall foundation or crawl foundation^ \*\*
- Three-tab shingles
- Concrete driveway with picture framing
- Seamless aluminum gutters
- Brick accents\* ^
- 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\*
- Sod the entire yard
- One 2" caliper street tree^^

## INTERIOR FEATURES

- 9' ceilings (main level)
- 8' ceilings (2nd floor)
- Mohawk laminate flooring (kitchen, dining, living room, foyer, bathrooms & laundry room)
- Mohawk carpeted stairs\* & carpet in bedrooms
- Wrought iron pickets & decorative stained hand rail\*
- 5' fiberglass insert shower in main bathroom suite
- Fiberglass insert tubs in secondary bathrooms\*
- 36" vanities with quartz or granite countertops in all full bathrooms
- Granite or quartz countertops in kitchen
- Tile backsplash in kitchen
- Stainless steel kitchen appliances (dishwasher, microwave, & electric range)
- 36" Aristokraft Sinclair straight lay kitchen cabinets with pulls and crown moulding
- Ventilated shelving in pantry & closets
- Recessed disk lighting in living room
- Recessed disk lighting in kitchen with island pendant lighting\*
- Ceiling fan in main bedroom & living room
- Ventless gas fireplace or electric fireplace per lot
- Moen black plumbing fixtures
- Black fixtures & hardware throughout the home



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.

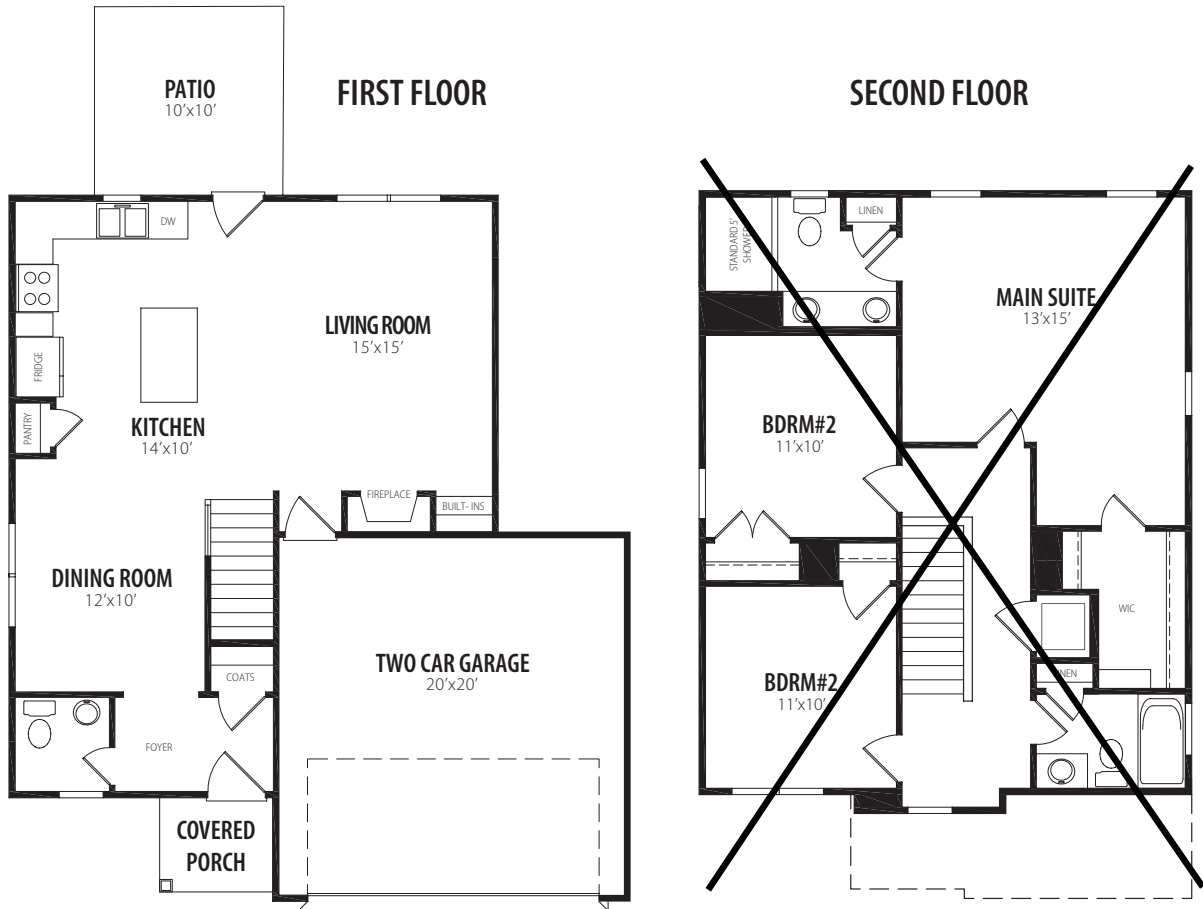
Due to our continuing effort to improve our homes, the features included as standard are subject to change, without notice.

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



# REDWOOD II

3 Bedroom, 2.5 Bath, 1,510 Sq.Ft.

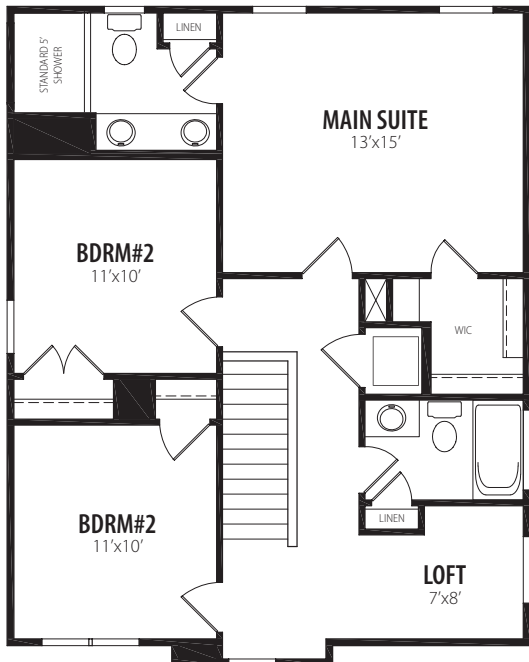


**RIVER WILD**

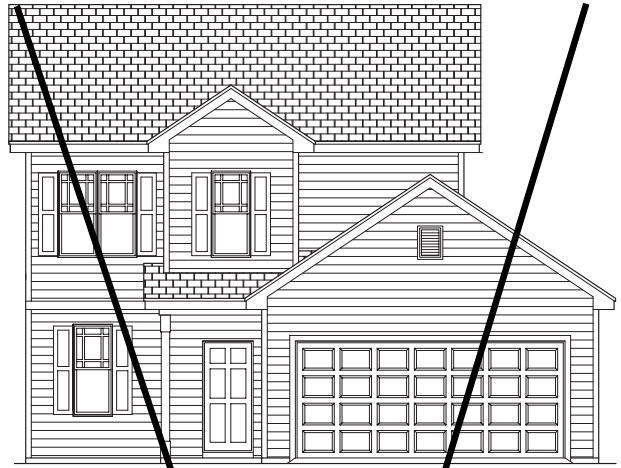
**STAYWILD.COM**

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

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 \*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.



OPTIONAL SECOND FLOOR LOFT



Elevation A



Elevation B



Elevation C



**FRONT ELEVATION "C"**

# RIVER WILD

## SELECTION SHEET

As of Change order:

<b>Plan</b>	Redwood 2 Car C Crawl	<b>Spec Home</b>
<b>Community</b>	O'Neil Overlook	<b>Address</b> 49 Fetterbush Way
<b>Lot</b>	0017	<b>Block</b> Clayton, NC 27520
<b>Job</b>	220017	
<b>Garage Orientation</b>	Left	

Option	Option Origin	QTY
<b>Exterior</b>		
<b>01 Grille Pattern Selection</b> - 2 Over 2	original	1.00
<b>01 Window Trim Color</b> - White	original	1.00
<b>02 Standard Main Vinyl Siding Color</b> - Alside - Platinum Gray	original	1.00
<b>03 Shake Siding Color Selection</b> - A-Harbor Blue	original	1.00
<b>04 Board &amp; Batten Color Selection</b> - A-Hrbor Blue	original	1.00
<b>05 Roof Color Selection</b> - Charcoal	original	1.00
<b>06 Front Porch Column(s) Color</b> - Natural-Pecan	original	1.00
<b>07 Shutter Selection</b> - Black	original	1.00
<b>08 Gutter Color Selection</b> - Black	original	1.00
<b>10 Front Door Color Selection</b> - Black Magic-SW 6991	original	1.00
<b>Brick Veneer Color Selection</b> - Bessemer Grey	original	1.00
<b>Interior</b>		
<b>01 Laminate Flooring Level 1 Color Selection</b> Standard: Kitchen, Dining Room, Foyer, Family Room, Bathrooms, Laundry Room - Mohawk Puretech- Weathered Barn Oak	original	1.00
<b>02 Aristokraft Sinclair Kitchen Perimeter Cabinet Color</b> 36" Aristokraft Sinclair Cabinets - Colada-Paint	original	1.00
<b>03 Aristokraft Sinclair Kitchen Island Cabinet Color</b> 36" Aristokraft Sinclair Cabinets - Colada-Paint	original	1.00
<b>04 Cabinet Knob/Pull Level 1 Selection</b> Use as Golbal Option when Standard Feature - Matte Black Pull - 859-3-MB	original	1.00

# SELECTION SHEET

As of Change order:

**Plan** Redwood 2 Car C Crawl  
**Community** O'Neil Overlook  
**Lot** 0017                      **Block**  
**Job** 220017

**Spec Home**

**Address** 49 Fetterbush Way  
 Clayton, NC 27520

**Garage Orientation** Left

Option	Option Origin	QTY
<b>05 Backsplash Level 1 Selection</b> <i>- Matte Black - 3x6 Grout Color: 17- Marble Beige Horizontal Brick Lay</i>	original	1.00
<b>06 Kitchen Sink Bowl Shape</b> <i>- Single Basin</i>	original	1.00
<b>07 Appliance Package - Range, Dishwasher, Mirowave</b> <i>- Stainless Steel</i>	original	1.00
<b>08 Granite Level 1 Atriubute</b> <i>- MKB-Miami Oro (Quartz)</i>	original	1.00
<b>09 Interior Paint Trim Color</b> <i>- Extra White SW7757</i>	original	1.00
<b>10 Interior Paint Wall Color</b> <i>- SW-7008 Alabaster</i>	original	1.00
<b>11 Ceiling Paint Color</b> <i>- Extra White SW7757</i>	original	1.00
<b>12 Garage Door Color Selection</b> <i>- White</i>	original	1.00
<b>12 Interior Door Style</b> <i>- Rockport (5 Panel Smooth)</i>	original	1.00
<b>14 Carpet Level 2 Color Selection</b> <i>- Mohawk SmartStrand- Mushroom Cap</i>	original	1.00
<b>15 Aristokraft Sinclair Bathroom Cabinet Color</b> <i>36" Aristokraft Sinclair Cabinets - Colada-Paint</i>	original	1.00
<b>16 Bath Quartz Tops Color Selection</b> <i>- MKB - Miami Oro (Quartz)</i>	original	1.00
<b>17 Bathroom Bowl Shape Selection</b> <i>- Square</i>	original	1.00
<b>Structural</b>		
<b>11 Brick Color Selection Stemwall Foundation</b> <i>- Bessemer Grey</i>	original	1.00

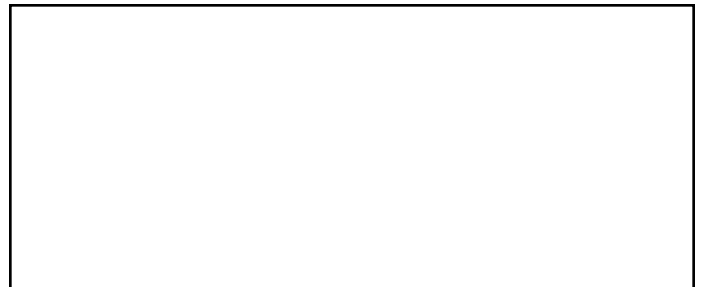
# SELECTION SHEET

As of Change order:

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**Plan** Redwood 2 Car C Crawl  
**Community** O'Neil Overlook  
**Lot** 0017                    **Block**  
**Job** 220017  
**Garage Orientation** Left

**Spec Home**  
**Address** 49 Fetterbush Way  
Clayton, NC 27520



\*To Zoning Review - 24-016

DEC 09 2025

**FLOOD INFORMATION**

PROPERTY SHOWN ON THIS PLAT LIES IN A  
(ZONE X) MINIMAL FLOOD RISK AS SHOWN ON  
FLOOD MAP NO. 3720166900 K,  
EFFECTIVE DATE 6/20/2018

**EXISTING PARCEL**

ALL INFORMATION SHOWN ON THIS MAP WAS TAKEN  
FROM EXISTING RECORDED SURVEY MAP AND  
NO NEW SURVEY WAS PERFORMED BY BENNETT SURVEYS.  
PUBLIC WATER  
PUBLIC SEWER  
REFERENCE RECORDED PLAT NOTES INFORMATION  
AND RESTRICTIONS.

DEED REFERENCE DEED BOOK 6266 PAGE 815,  
MAP REFERENCE PLAT BOOK 98, PAGE 335-340.

NOVEMBER 2024, JOHNSTON COUNTY  
Mickey R Bennett, PLS. is a duly licensed and sworn under  
Professional Land Surveyor registered in the State of North Carolina.  
Professional Land Surveyor No. 1514  
I hereby certify that the plat was drawn under  
my supervision and that the information contained hereon is true and correct.  
I declare under penalty of perjury that the information contained hereon is true and correct.  
I declare that the map of possession as calculated is 1,0000.  
Witness my own signature registration number and seal this  
18th day of November, 2024 A.D.

**Mickey R. Bennett** PLS.  
LAND SURVEYOR  
No. 1514



MICKEY R. BENNETT'S CERTIFY  
I hereby certify that the information contained hereon is true and correct.  
I declare under penalty of perjury that the information contained hereon is true and correct.  
I declare that the map of possession as calculated is 1,0000.  
Witness my own signature registration number and seal this  
18th day of November, 2024 A.D.

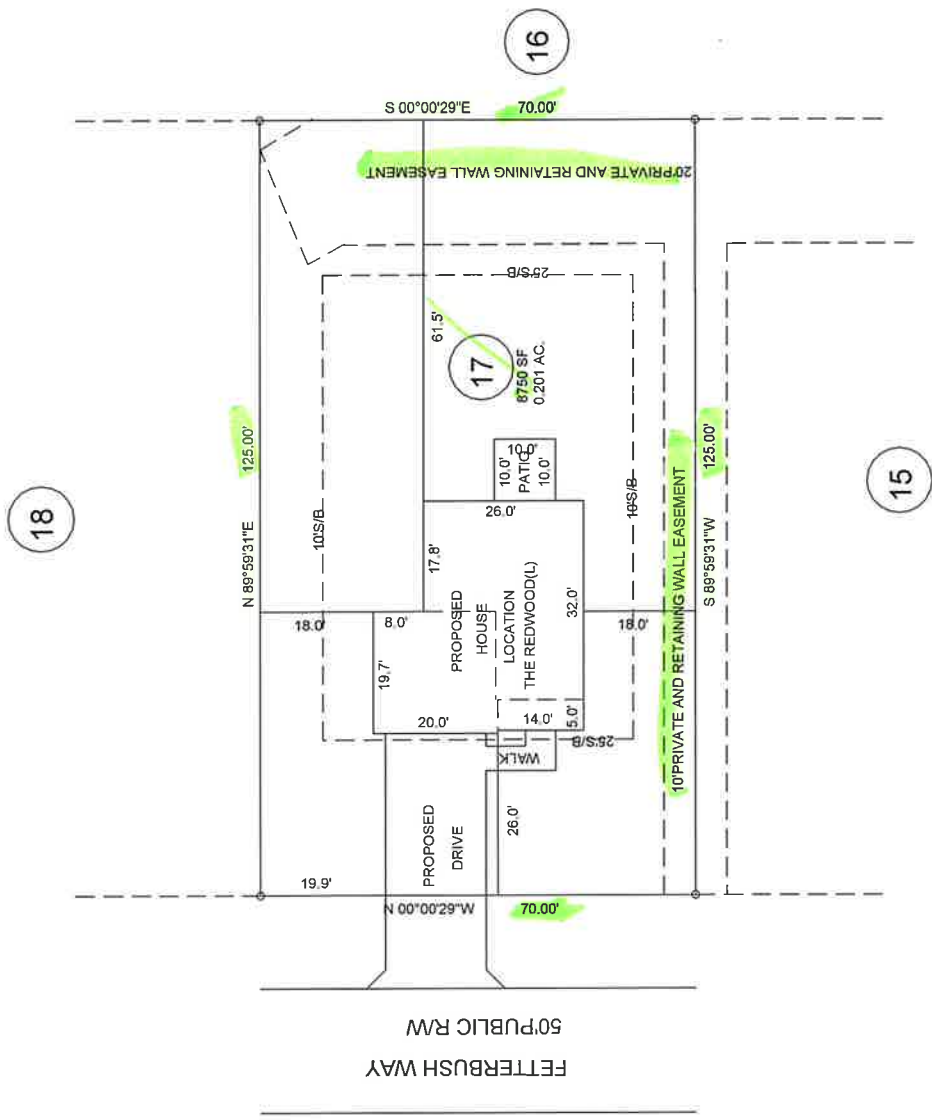


NORTH REF: NC GRID NAD 83/2011



**PROPOSED IMPREVIOUS AREA**  
HOUSE/PATIO = 1250 SF+-  
DRIVE/WALK = 775 SF+-  
TOTAL = 2025 SF+- = 23 %

**MINIMUM BUILDING SETBACKS**  
SIDE -- 10'  
FRONT -- 25'  
SIDE(COR)- 15'  
REAR -- 25'  
MAX IMPREVIOUS - 55 %



THIS IS A PLAT OF A PROPOSED PLOT PLAN AND DOES NOT REPRESENT A FIELD SURVEY

EXISTING PARCEL(SEE NOTE)  
49 FETTERBUSH WAY, CLAYTON, NC 27520



BENNETT SURVEYS F-1304 1662 CLARK RD. LILLINGTON N.C. 27546 (910) 893-5252		SCALE: 1" = 30'	DRAWN BY: MRG&R/VB	DRAWING NO. 24395
PROPOSED PLOT PLAN O'NEILS OVERLOOK LOT --- 17		CLAYTON TOWNSHIP	JOHNSTON COUNTY	
TOWN OF CLAYTON		NORTH CAROLINA		
ZONED RMD	INCPIN	166910-45-3208	DATE	NOVEMBER 1, 2024

**OWNER**  
O'NEIL OVERLOOK, LLC  
114 W MAIN STREET  
CLAYTON, NC 27520

## Closings Contact Form

Community & Lot Number: O'Neil Overlook lot 17 \_\_\_\_\_

Buyer Information:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address (Current): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_