

Addendum to Contract

This addendum to the Offer to Purchase and Contract dated \_\_\_\_\_ between \_\_\_\_\_, Buyer and MGI Homes, Inc., Seller regarding property known as \_\_\_\_\_ in or near the County of Wayne, North Carolina, by reference hereto, is incorporated in and is a part of said contract, as follows:

1. Closing Attorney to be Mack Rice—197 Hwy 70 West Havelock NC, 28532 mack@mackricelaw.com (252-447-2300)
2. Buyer acknowledges the Seller's payment of closing cost is contingent upon Buyers utilizing Seller approved Vendors.
3. Buyer has received Restrictive Covenants from his/her Agent and acknowledges his/her responsibility to read them for compliance.
4. Buyers are advised that all fencing, exterior home modifications, and/or outbuildings must be approved by the Home Owners Association. The restrictive covenants should be referenced for guidelines.
5. It is Buyer's responsibility to confirm school assignment and any potential redistricting.
6. Renderings of floor plans and elevations may differ slightly from actual home when construction is complete.
7. The Buyer is responsible for having the utilities turned on in their name within 3 days after closing, i.e., electric, water/sewer, gas.
8. Buyers may not engage the project manager, 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 the Builder Representative.
9. Buyer to coordinate all available interior and exterior selections through MGI Homes Inc., contact Mindy Kennedy 910-219-4770 make selection appointment. The stage of construction at the time of contract will determine which changes the builder will accommodate.
10. Upgrades, changes, and additions must be paid for in advance and are non refundable.
11. 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 6:00am and 6:00pm during the weekdays unless accompanied by their Agent.
  - b.) Buyer's understand that they enter the job site at their own risk, even when accompanied by Builder or Agent.
  - c.) Buyers enter job site after hours at their own risk.
12. Buyer understands that the Builder will not deliver possession until the Warranty Deed has been recorded and the funds have been disbursed.
13. The Buyer acknowledges they have reviewed the recorded plat for all notations on the Lot reference herein
14. Buyer acknowledges that the One-Year Builder Warranty covers structural items only and does not include cosmetic items to include paint, landscaping and small concrete cracks.
15. Builder shall diligently pursue the construct of the House, and shall complete construction as a "turn-key" job on or before the closing. If the Seller is delayed at any time in the process by any of the following: a.) any act of neglect of Buyer; b.) any changes ordered in the construction; c.) material shortages, adverse weather conditions, or delays in transportation which were reasonable 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 deal experiences, Construction shall be deemed complete when i) the House has been completed in accordance with the Plans and Specifications; 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 closings.

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

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

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