



## BUILDER'S ADDENDUM TO CONTRACT

THIS ADDENDUM is made on this date \_\_\_\_\_ by and between \_\_\_\_\_, (hereinafter referred to as "Buyer") and Solomon Home Builders, LLC, (hereinafter referred to interchangeably either as "Builder" or as "Solomon Home Builders, LLC"). This Addendum amends and supersedes that certain contract dated \_\_\_\_\_ (hereinafter, the "Contract") between Buyer and Builder for that certain residential home to be constructed by Builder on behalf of Buyer 244 Bluejay Street, North Carolina (hereinafter referred to as the "Subject Property"). By and through their signature to this Addendum, Buyer understands and agrees that any and all contradictions and/or ambiguities between the terms of the Contract and the terms of this Addendum shall be fully and finally resolved in favor of the terms of this Addendum. the parties hereto agree to amend the Contract as follows:

Buyer(s) shall initial each line:

1. \_\_\_\_\_ Closing Attorney to be Joseph T. Hammer contact is email: clayton@mwhlaw.lawyer.com
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. \_\_\_\_\_ Builder has a preferred title company in West Title, which will be used in securing the title insurance policy on the property. Builder is an owner of West Title.
4. \_\_\_\_\_ It is the buyer's responsibility to confirm school assignment and any potential redistricting.
5. \_\_\_\_\_ All selections are made from our pre-chosen samples and vendors. We do not accommodate "vendor shopping". The option choices and color selections for your home are limited to those offered by Solomon Home Builders, LLC. You may not bring your own subcontractors to work on your home prior to closing.
6. \_\_\_\_\_ All pricing will be done directly through Solomon Home Builders, LLC. Pricing done in the field by a trade partner will not be honored.
7. \_\_\_\_\_ Builder's Contribution to Closing Costs: As outlined in the Offer to Purchase and Contract, Builder has agreed to pay at settlement up to \$ \_\_\_\_\_ as a contribution toward 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 fees, pre-paid taxes or insurance or other usual and customary lender fees. No portion of this amount may be applied as a credit to the Buyer or to other expenses/vendors not previously agreed to as part of the Offer to Purchase and Contract. Builder's contribution to Closing Costs to be utilized after all lender credits have been applied. Buyer acknowledges that Builder 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 Builder shall not be responsible for the payment of excise tax and Buyer shall assume responsibility for the payment of the excise tax at Closing.
8. \_\_\_\_\_ 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. 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. Do not base any decision to buy real estate from these images, renderings or illustrations. Buyer shall consult with the sales representative to obtain the current building specifications (current neighborhood feature sheet) before submitting the Offer to Purchase and Contract.
9. \_\_\_\_\_ **OWNERSHIP OF PLANS AND SPECIFICATIONS:** Buyer acknowledges that Buyer has no ownership rights in any of the Plans used in connection with this Agreement, and that Buyer will be liable to Builder or other owner of the Plan in the amount of any lost profits, consequential damages, and other applicable damages for any reuse, sale, or dissemination of such Plans. Architectural/Construction plans will not be provided to the buyer for any reason.
10. \_\_\_\_\_ Builder will not install or allow to be installed prior to closing any items provided/purchased by the buyer unless otherwise agreed upon in writing.
11. \_\_\_\_\_ Any pricing (i.e., upgrades, fences, etc.) will be done directly through Solomon Home Builders, LLC sales department. Pricing done in the field by a trade partner and/or Superintendent will not be honored.
12. \_\_\_\_\_ Buyers may not engage the Superintendent, or tradesmen/sub-contractors to make additions or changes of

\_\_\_\_\_ Buyer(s) \_\_\_\_\_ Builder

any kind while under construction and/or prior to closing. Such changes must be coordinated between their agent and/or the builder representative.

13. \_\_\_ All upgrades, changes and additions must be submitted on a signed Change Order form. If it is not in writing and paid for by advance cash deposit with Solomon Home Builders, LLC, no upgrades, changes or additions will be made. Upgrades, changes and additions must be paid in cash and by advance deposit with Solomon Home Builders, LLC. Any and all such deposits are non-refundable.

14. \_\_\_ Buyer to coordinate all available interior and exterior selections through the Solomon Home Builders, LLC Selections Center or other designated representative. Contact Solomon Home Builders, LLC 910-308-4282 (Stacy) to coordinate selection appointments.. Buyer will have **14 days** from the date of accepted contract for selections to be made and/or make changes, upgrades or additions. A **\$250** change fee plus the cost **per each available change** will apply after **15** days from the date of the accepted contract. The stage of construction at the time of contract will determine which changes the builder will accommodate.

15. \_\_\_ Builder shall diligently pursue the construction of the House and shall complete construction as a “turn-key” job on or before the closing. If Builder 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 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; ii) a certificate of occupancy has been issued by the appropriate governmental authority having jurisdiction over the construction of the house. **Builder is not responsible for any fees or expenses incurred by the buyer i.e., extension of interest rate lock, housing, moving fees etc. resulting in such delays of closing.**

16. \_\_\_ **Home Inspections:** Solomon Home Builders, LLC will only recognize home inspections performed by a North Carolina Licensed Home Inspector. Solomon Home Builders, LLC to be notified prior to any home inspections to ensure that the home is ready prior to the home inspection being performed. Solomon Home Builders, LLC will not be held liable for any expenses incurred for home inspections. Inspection must be performed a minimum of 2 weeks prior to closing and any request for repairs submitted to Solomon Home Builders, LLC within 24 hours of receipt. Home Inspections are an expense of the buyer and are not considered a closing cost.

17. \_\_\_ In accordance with the requirements imposed by Builder’s insurance company and as is otherwise provided by law: a) Buyers understand and agree that they will not be on the job site between the hours of 6:00 a.m. and 6:00 p.m. during weekdays unless accompanied by their agent. 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 hours at their own risk. Buyer shall fully indemnify and hold Builder harmless from any and all liability accrued by Buyer’s presence on the Subject Property, including, but not limited to, from any and all injuries which Buyer might suffer or cause others to suffer while on the Subject Property.

18. \_\_\_ If Buyer is obtaining a loan in order to close their purchase of the Subject Property, then, and in that event, Buyer must submit their loan application to their lender within seven (7) days of their execution of the Contract to purchase the Subject Property.

19. \_\_\_ Builder may unilaterally terminate the Contract if, in its reasonable discretion, Builder believes its construction costs to have substantially increased over and above prior quotes, Buyer unreasonably interferes in Builder’s construction of the home, Buyer submits altered building plans which increase the square footage of the home (unless Buyer deposits the additional cash cost of the increase with Builder upon plan submission) or for any other reason in the Builder’s reasonable discretion.

20. \_\_\_ Landscaping is not covered by any warranty.

21. \_\_\_ **Hardwood and Laminate Flooring Acknowledgement:** Many characteristics of pre-finished wood flooring and finished in-place hardwood flooring, as well as engineered flooring and laminate flooring, are similar. Ask your builder representative for more information. **Natural Variation Between Boards:** Your flooring will have variations from board to board including the grain pattern, dark gray or black marks or shading, finish texture and knots of various sizes. **Samples from Showroom:** Samples will not exhibit all possible color and grain variations you will see in your floor. **No two floors are alike;** your new floor may appear slightly different. **High Edges:** Factory finished boards are not sanded to the exact same level after installation. Therefore, some boards may sit slightly higher than others. **Wood Ages with Light and Time:** All wood changes in color with exposure to light (both natural and artificial). The darker the stain color, the less apparent this aging will be. This color change will be more noticeable in lighter colors, which will darken. Sections of the floor which are covered by area rugs or furniture may age

\_\_\_\_\_ Buyer(s) \_\_\_\_\_ Builder

differently. These changes are not covered by manufacturers' warranties. Floor noise: Not all hardwood, wood laminate and engineered wood sound alike when being walked on. Minor squeaks and pops are to be expected as a result of expanding and contracting wood flooring. They may come and go as the pressure between individual boards changes. Cleaning and Maintenance: Sweep with a soft bristle broom, and/or vacuum with a soft floor attachment. Clean only with a professional product approved for pre-finished wood or laminate (see the manufacturer's instructions for approved products). Do not wet mop a pre-finished wood or laminate floor. Moisture: Moisture can damage the floor. Wipe up spills immediately; exposure to moisture or the use of improper cleaning products or methods will allow water to get into the cracks between the boards and cause swelling or cupping. Damages from the above exposures to moisture are not covered under warranty. Scratches and Dents: Put soft plastic slides under the legs of furniture to help prevent scuffing and scratching. Fabric or felt laced glides are not recommended because they trap particles which may scratch the floor. When moving furniture or other objects, do not slide or even roll on wood flooring (wheels may dent the floor). It is best to pick up the object completely. Impacts (such as from a dropped object or high-heeled shoes) may leave dents. Scratches and dents are not covered under warranty. Gaps and Separation Between Boards: Wood flooring expands and contracts with changes in your home's relative humidity. Potential purchasers should be cautioned that cracks will emerge, and we will not make any attempts to repair or replace boards with small horizontal cracks (unless part of another problem). Installation: Large areas of floating flooring sometimes have to be broken into segments. This is done by installing a transition strip. They are usually placed at a doorway or at the entrance to another room or hallway. Not doing so will void manufacturer warranties and may cause buckling or separation of the flooring. Putty and Filler: Putty and/or filler are used on every hardwood floor. Since factory finished floors must be installed with the finish in place, colored putty is used to conceal the face. How to Inspect a Wood Floor: Because these products are intended as flooring, the accepted point of view from which to inspect a wood floor is from a standing position under normal lighting.

22. Cabinet Acknowledgement: Natural Variation Between Components: Your cabinets will have variations from part to part including the wood grain pattern, finish texture, shading, and stain or paint color. Samples from Showroom: Samples will not exhibit all possible variations you will see in your cabinets. No two cabinets are alike; your new cabinets may appear slightly different. Offset Edges: Factory finished cabinets are not sanded to the exact same level after installation. Therefore, some face frames, doors, trim or fillers may sit slightly offset compared to others. Wood Ages with Light and Time: All wood changes in color with exposure to light (both natural and artificial). The darker the stain color, the less apparent this aging will be. This color change will be more noticeable in lighter colors, which will darken. These changes are not covered by manufacturers' warranties. Cleaning and Maintenance: Clean only with a professional product approved for pre-finished cabinets (see the manufacturer's instructions for approved products). Moisture: Moisture can damage the cabinets. Exposure to moisture or the use of improper cleaning products or methods can cause swelling or cupping. Damages from the above exposures to moisture are not covered under warranty. Scratches and Dents: Scratches and dents (or other cosmetic concerns not noted at time of install) are not covered under warranty. Gaps and Separation Between Cabinet Parts: Wood expands and contracts with changes in your home's relative humidity. Purchasers should be cautioned that cracks will emerge, and we will not make any attempts to repair or replace cabinet parts with small cracks (unless part of another problem). Maintain proper humidity in the home to minimize door warpage. Putty and Filler: Putty and/or filler are used on every cabinet. Since factory finished cabinets must be installed with the finish in place, colored putty is used to conceal cosmetic concerns. All cabinets require touch-up after installation. How to Inspect a Wood Cabinet: The accepted point of view from which to inspect a cabinet is from 5 feet away or from the center of the room, under normal lighting.

23. The buyer is responsible for having the utilities (i.e., electric, water/sewer, gas) turned on in their name within **48 hours** after closing. After 48 hours the builder will disconnect all utilities.

WHEREFORE the parties hereto have voluntarily set their respective hands and seals, the day, month and year first above written.

\_\_\_\_\_ Solomon Home Builders, LLC

1) \_\_\_\_\_ 2) \_\_\_\_\_ Buyer(s)

\_\_\_\_\_ Buyer(s) \_\_\_\_\_ Builder



NORTH CAROLINA

ADDENDUM TO OFFER TO PURCHASE AND CONTRACT

Johnston COUNTY

This Addendum, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Solomon Home Builders, LLC and \_\_\_\_\_ (hereinafter "Seller"), and \_\_\_\_\_ and \_\_\_\_\_, (hereinafter "Buyer"), for the sale and purchase of that certain property more particularly described as 244 Bluejay Street (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)

**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: 244 Bluejay Street

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

Seller: Solomon Home Builders, 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. Except with regard to Confirmed Special Assessments, 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): Ashcroft HOA whose regular assessments ("dues") are \$ 78.95 per month. 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 checked="" 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 checked="" type="checkbox"/> Recreational Amenities (specify): <u>Bronze Level Membership to the Fred Smith Company Sports Club</u> | <input type="checkbox"/> Gate and/or Security                  |

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



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.

Buyer initials \_\_\_\_\_ Seller initials RS



STANDARD FORM 2A12-T  
Revised 7/2021  
© 7/2021

3. As of this date, there are no other dues, fees or Special Assessments, Confirmed or Proposed, 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: \$625 Certification Fee and \$100 Working Capital 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: \_\_\_\_\_

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

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

Seller: DocuSigned by:  
Robert Stanley

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

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

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

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

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

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

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

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

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

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

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

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

Print Name

Print Name

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

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

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

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



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

## Instructions to Property Owners

- 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.
- 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.
- 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: 244 Bluejay Street

Owner's Name(s): Solomon Home Builders, 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:  Date \_\_\_\_\_  
DocuSigned by: CE711CB4E22C481...

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 \_\_\_\_\_



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 Solomon Home Builders, 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 \_\_\_\_\_

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 \_\_\_\_\_

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](http://wakegov.com/wells), or 919-893-WELL (9355), or [johnstoncountync.com/envhealth/](http://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

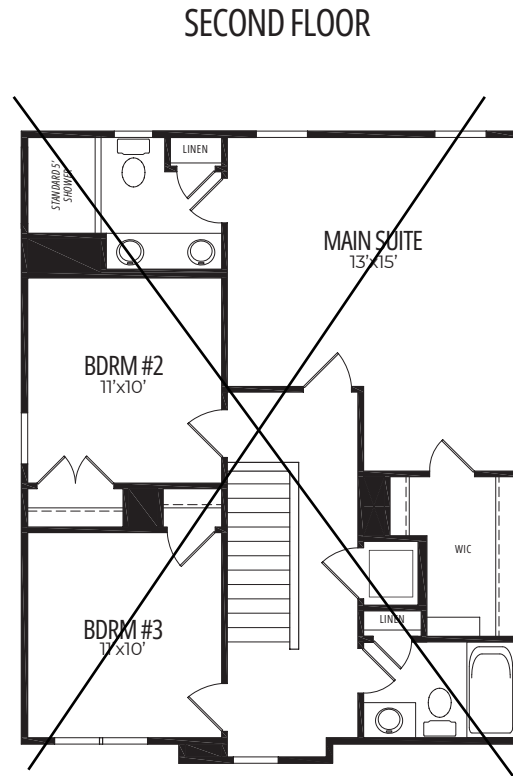
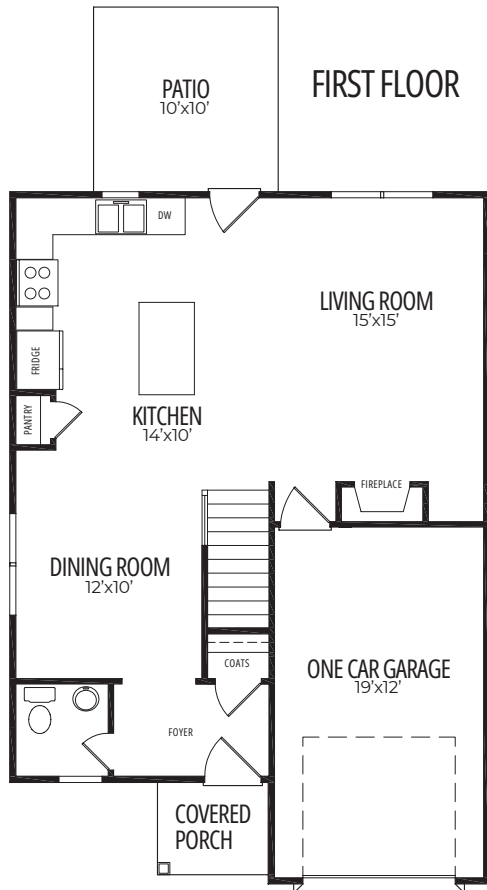
\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller



# REDWOOD

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



919-803-3724 • [SolomonHomeBuilders.com](http://SolomonHomeBuilders.com)

All homes are subject to prior sale. Prices, plans, dimensions, features, specifications and type of materials in homes are subject to change without prior notice or obligation. Square footage is approximate. Floorplan is for marketing purposes only. Do not base your buying decision on handouts and or renderings of homes. See your New Home Sales Specialist for complete details.





Elevation A



Elevation B



Elevation C

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OPTIONAL SECOND FLOOR



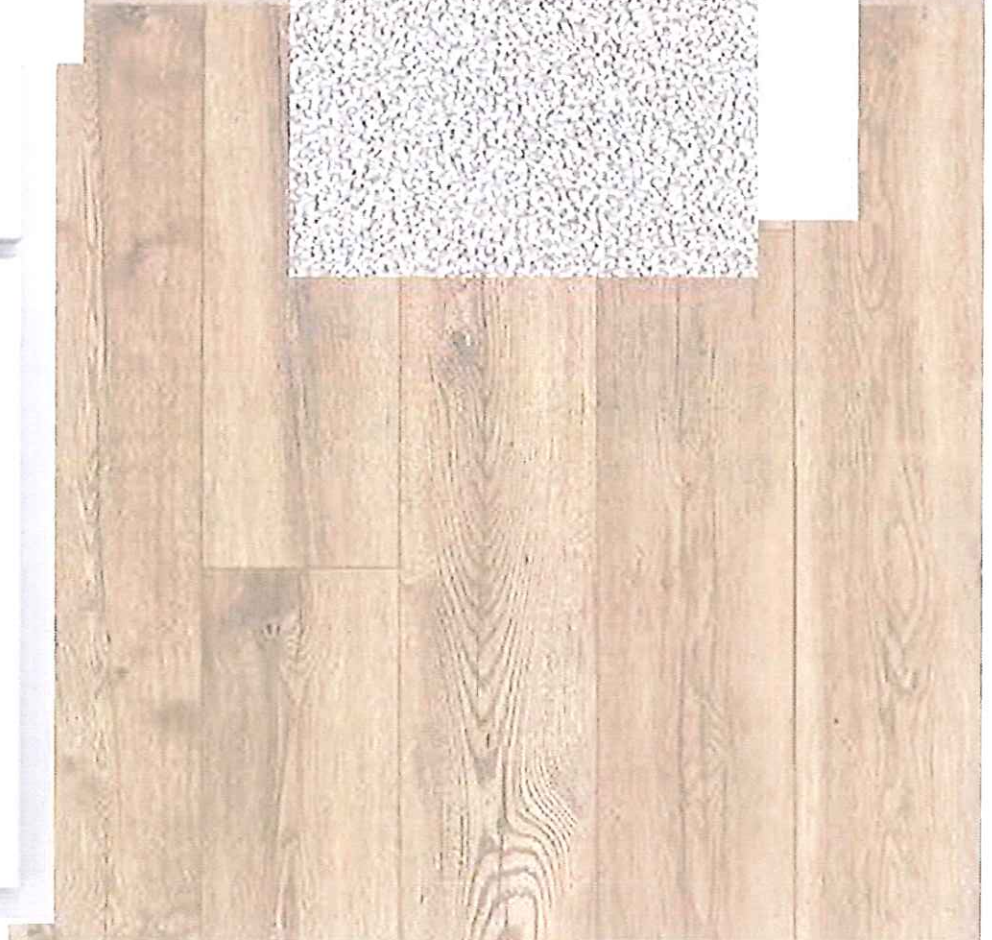
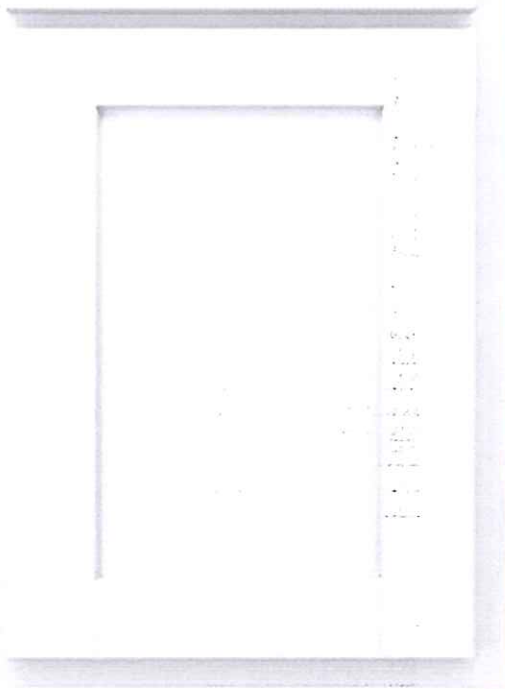
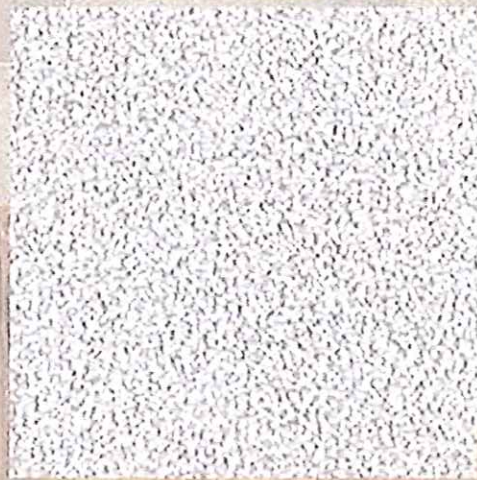
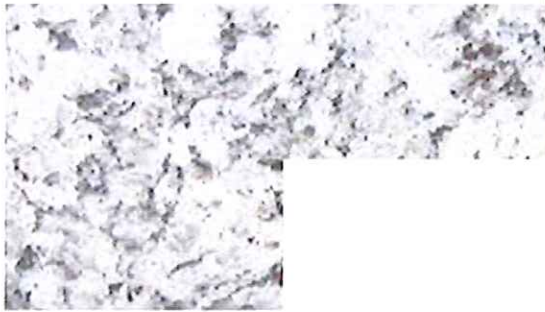
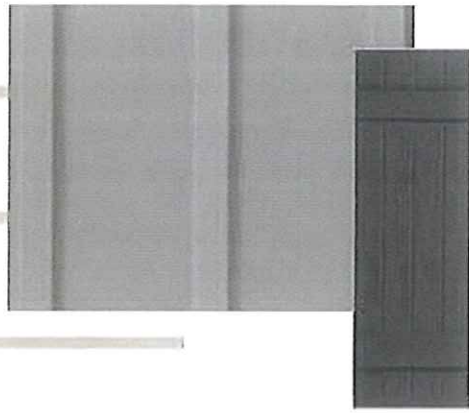
## DECOR SCHEDULE

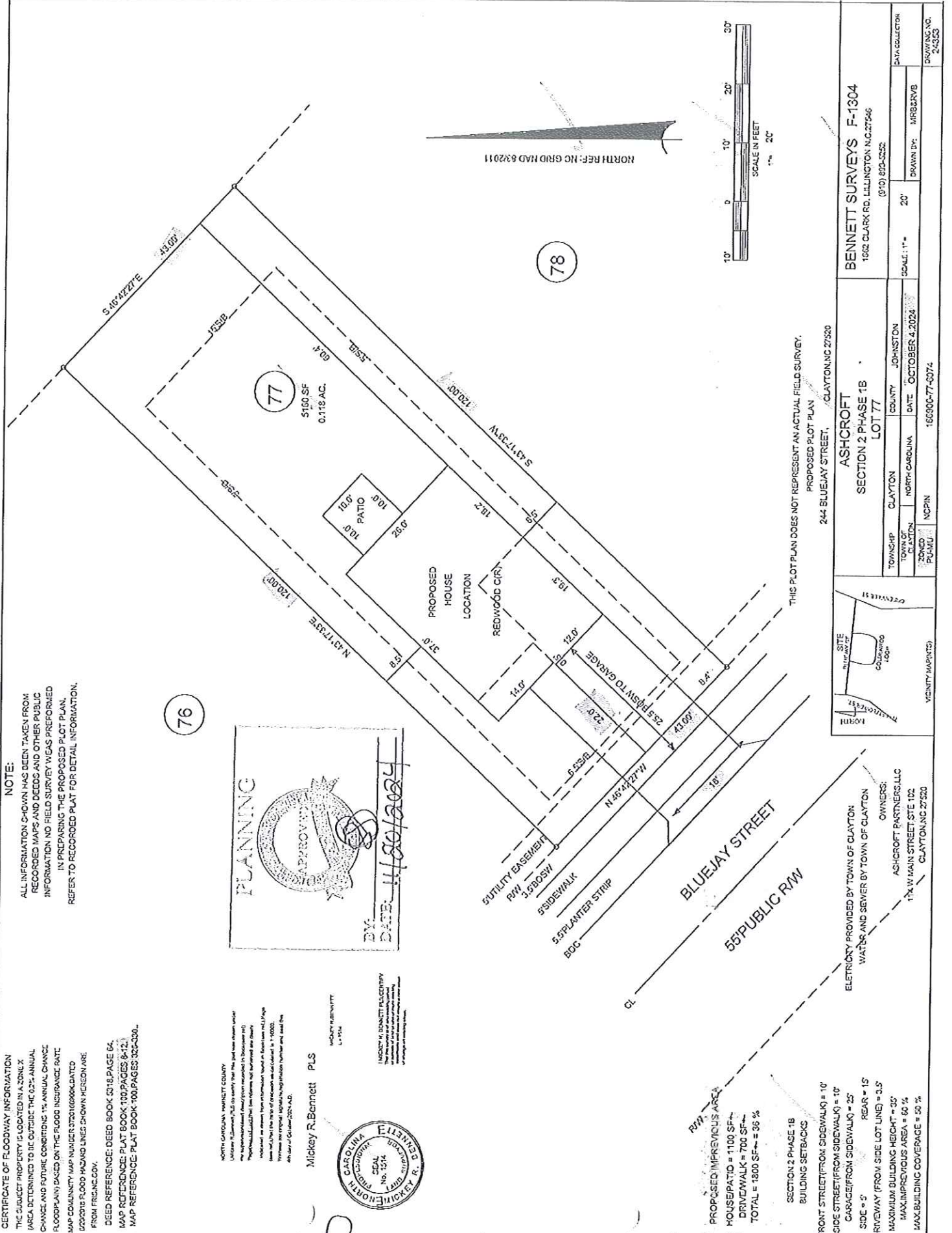
<b>Date:</b> 12/9/2024
<b>Job Name:</b> ASH077
<b>Lot/Subdivision:</b> 77 / Ashcroft
<b>Address:</b> 244 Bluejay St / Clayton, NC 27520
<b>Plan Name/Elevation:</b> Redwood C
<b>Buyer Name(s):</b>
<b>Buyer Email:</b>
<b>Buyer Phone:</b>

ITEM	LOCATION	MFG/SUB	MODEL/STYLE/TYPE/FINISH	COLOR
Foundation	Mono-Slab			
Stone	Per Plan/As Noted		Weather Ledge	Sage wood
Shingles	Per Plan			Black
Gutters	One Level only			White
Front Door	Model	Craftsman	1/4 Lite Clear Glass-2 Panel	
	Paint color			SW7048 Urbane Bronze
	Hardware			Black
Garage Door	Model			White
	Accessories			Black
Exterior Siding	Siding	CHE	Alside Dutch lap	Natural Linen
	Shake		Alside	NA
	Board & Batten & Gables	CHE	Alside	Storm
	Trim		Alside	White
	Shutters		Board and Batten	Black
Interior Paint	Interior walls			SW7671 On the Rocks
	Interior trim			SW7006 Extra White
	Below Chair-rail			SW7006 Extra White
	Dining			SW7671 On the Rocks
Interior Finishes	Doors	NSM	2-panel square	White
	Hardware			Black
	Fireplace Profile(No Hearth)			
	Fireplace Trim			
Plumbing	Kitchen Sink		Single Bowl Undermount	SS
	Kitchen Faucet	Delta	4' spread	Black
	Lavatory Faucets	Delta	4" spread	Black
	Shower Faucet	Delta		Black
	Shower/Tub Combo			White
	Drains			Black
	Master Shower Door			
Cabinets/Countertops	Kitchen	First Choice	DMC Magnolia	Cloud (White)
	Kitchen Island	First Choice	DMC Magnolia	Cloud (White)
	Kitchen tops	World Stone	3cm Granite	Ashen White
	Master Bath	First Choice	DMC Magnolia	Cloud (White)
	Master Bath top	Worldstone	1.5cm Quartz	Blanco Matrix (White)
	Secondary Baths	First Choice	DMC Magnolia	Cloud (White)
	Secondary Bath top	Worldstone	1.5cm Quartz	Blanco Matrix (White)
	Hardware	First Choice		177-96MB Matte Black
Flooring	Master Bath	Southern Carpet	Vinyl Origins VG092	05143 Prime
	Laundry	Southern Carpet	Vinyl Origins VG092	05143 Prime
	Secondary Baths	Southern Carpet	Vinyl Origins VG092	05143 Prime
	Bedrooms/Closets	Southern Carpet	Carpet Marvel Plus 3/8 Carpet Pad	182 Clam Shell
	2 <sup>nd</sup> Floor halls/Stairs	Southern Carpet	Carpet Marvel Plus 3/8 Carpet Pad	182 Clam Shell
	Foyer/Half Bath/ Dining/Kitchen/Great Room	Southern Carpet	Laminate Rivercrest LU8 Lam. Pad	Canvas Oak
	Kitchen Back Splash	Southern Carpet	Finish Line Subway Set Brickwork Horizontal	3x6 FL90 White Glossy Grout 09 Frosty
Light Fixture	Lighting Package			Black
	Under Cabinet in Kitchen			
Bath Accessories	Towel Bar			Black
	Towel Ring			Black
	Toilet Tissue Holder			Black
	Mirrors			
Appliances	Range	GE		Stainless Steel
	Dishwasher	GE		Stainless Steel
	Microwave/Hood Combo	GE		Stainless Steel

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

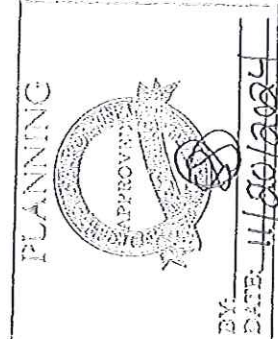
Date: \_\_\_\_\_





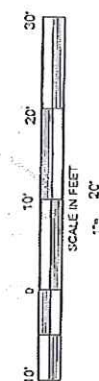
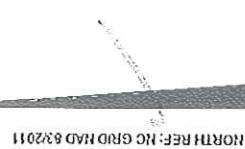
**NOTE:**  
 ALL INFORMATION SHOWN HAS BEEN TAKEN FROM  
 RECORDED MAPS AND DEEDS AND OTHER PUBLIC  
 INFORMATION NO FIELD SURVEY WEAS PERFORMED  
 IN PREPARING THE PROPOSED PLOT PLAN.  
 REFERS TO RECORDED PLAT FOR DETAIL INFORMATION.

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**CERTIFICATE OF FLOODWAY INFORMATION**  
 THE SUBJECT PROPERTY IS LOCATED IN A ZONE X  
 AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL  
 CHANCE AND FUTURE CONDITIONS 1% ANNUAL CHANCE  
 FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE  
 MAP COMMUNITY MAP NUMBER 2201 (6/6/2006) DATED  
 6/20/06 FLOOD HAZARD LINES SHOWN HEREON ARE  
 FROM FIRM NO. 15000.  
 DEED REFERENCE: DEED BOOK 0318 PAGE 64.  
 MAP REFERENCE: PLAT BOOK 100 PAGES 6-12.  
 MAP REFERENCE: PLAT BOOK 100 PAGES 324-330.

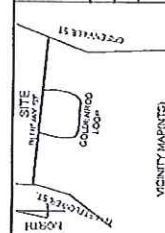
NORTH CAROLINA PLANNING COUNTY  
 Utilizing the information provided to verify that the lot area shown under  
 the subject property is in accordance with the information provided in the deed and  
 that the subject property is not subject to any other restrictions or encumbrances.  
 I hereby certify that the information shown on this map is true and correct to the  
 best of my knowledge and belief.  
 Mickey R. Bennett, PLS  
 PLANNING COUNTY  
 11/20/2024



78

THIS PLOT PLAN DOES NOT REPRESENT AN ACTUAL FIELD SURVEY.

PROPOSED PLOT PLAN  
 244 BLUEJAY STREET, CLAYTON, NC 27520



ASHCROFT SECTION 2 PHASE 1B LOT 77		BENNETT SURVEYS F-1304 1562 CLARK RD, LILLINGTON, NC 27546	
TOWNSHIP CLAYTON	COUNTY JOHNSTON	SCALE: 1" = 20'	DRAWN BY: MRB:RWB
TOWNSHIP CLAYTON	COUNTY NORTH CAROLINA	DATE: OCTOBER 4, 2024	DATA COLLECTION
ZONING PLUMU	NC PIN	166300-77-0074	DRAWING NO. 2-4353

PROPOSED IMPREVIOUS AREA  
 HOUSE/PATIO = 1100 SF  
 DRIVEWALK = 700 SF  
 TOTAL = 1800 SF = 36 %

SECTION 2 PHASE 1B  
 BUILDING SETBACKS

FRONT STREET (FROM SIDEWALK) = 10'  
 SIDE STREET (FROM SIDEWALK) = 10'  
 CARBAGE (FROM SIDEWALK) = 25'  
 SIDE = 5' REAR = 15'  
 DRIVEWAY (FROM SIDE LOT LINE) = 3.5'  
 MAXIMUM BUILDING HEIGHT = 35'  
 MAX IMPREVIOUS AREA = 66 %  
 MAX BUILDING COVERAGE = 50 %

ELECTRICITY PROVIDED BY TOWN OF CLAYTON  
 WATER AND SEWER BY TOWN OF CLAYTON  
 OWNERS:  
 ASHCROFT PARTNERS, LLC  
 174 W MAIN STREET STE 102  
 CLAYTON, NC 27520

24-7102 \*RB zoning\* 2024 11 NOV

# Next Steps Contact Form

Lot Number: Ashcroft lot 77

Next Steps Project Coordinator:         -        Rachel

## Personal Information:

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

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

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

E-Mail: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_