

ADDENDUM TO CONTRACT

This addendum to the offer to purchase contract dated _____ between _____, Buyer, and Superior Homes of the Sandhills LLC, Seller, regarding property known as LOT _____, of _____ community, in or near the City of _____, County of _____, North Carolina, by reference hereto, is incorporated and is a part of said contract, as follows:

_____ 1. Buyers may use any closing attorney they wish. All keys and garage remotes shall be delivered to the closing attorney of SHSH's office and will be released to Buyers after Deed has been recorded.

_____ 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 Buyer's responsibility to confirm school assignment and any potential redistricting.

_____ 4. Closing Costs: Buyer acknowledges and agrees to pay the North Carolina property transfer tax at Closing on the Settlement Statement. Buyer further acknowledges and agrees that Buyer shall pay to Seller a Builder Fee, equal to \$599.00 (the "Builder Fee"). The Builder Fee represents additional compensation to Seller and is intended to cover various internal costs associated with the administration of this Contract.

_____ 5. I/We the undersigned buyer(s) understand that it may be required to obtain a title insurance policy for the purpose of purchasing real property.

We further understand that we have the right to select the title insurance company of our choice and that pursuant to North Carolina General Statute § 75-17, we are not required to use a particular title insurance company or agency.

Title insurance rates are uniform and set forth by the North Carolina Department of Insurance. Title insurance rates apply to any title insurance policy insuring North Carolina property regardless of where or by which entity the policy is issued. The Buyer and Seller understand that the premiums for title insurance and any related charges shall be in accordance with the rates established by the North Carolina Department of Insurance and are not negotiable by the parties.

We direct our attorney to obtain title insurance for this transaction from Lafayette Title Services LLC hereby revoke any previous designation of title insurance company or agency for this transaction.

We acknowledge that Grant Street Title LLC has an ownership interest in Lafayette Title Services, LLC. Buyer further acknowledges that, because of this ownership interest, the referral may provide Grant Street Title LLC or its members with financial or other benefit.

_____ 6. Superior Homes of the Sandhills 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 from an approved vendor of Superior Homes of the Sandhills.

_____ 7. Floor plans vary regarding square footage, special features and upgrades; therefore, many of the items viewed in other homes may not be standard. House plans are considered renderings. Depending on the community features, price point and location, some details on the house plan may not be applicable.

_____ 8. Builder will not install or allow to be installed prior to closing any items provided/purchased by the Buyer.

_____ 9. Any pricing (i.e., upgrades, etc.) will be done directly through Superior Homes of the Sandhills. Pricing in the field done by a trade partner and/or Superintendent will not be honored.

_____ 10. Buyers and Buyer's agents **SHALL NOT** engage the Building Superintendent, or tradesman/subcontractors. All communication regarding the build process, changes, etc. must be coordinated between their agent and the listing agent.

_____ 11. 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.

_____ 12. Builder does not install fencing. Fencing is a non-warranted item. Buyer understands though fencing may be contracted for and installed prior to closing, neither the fence itself nor the installation is warranted by Superior Homes of the Sandhills. Buyer will have all responsibility for fencing matters once the fence has been installed.

_____ 13. Buyer to coordinate all available interior and exterior selections through Superior Homes of the Sandhills, or as directed by Superior Homes of the Sandhills. Buyer will have seven (7) days from the date of accepted contract for selections to have been made and/or make changes, upgrades, or additions, and be paid for. The stage of construction at 1.) the time of contract, and 2.) the time of selection shall determine which changes the Builder can accommodate.

_____ 14. Upgrades, changes, and additions must be paid for in advance and are non-refundable. The cost of any upgrade, change, or addition is required before order/installation, whichever is less.

_____ 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 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 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 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.

_____ 16. 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 6:00 am and 6:00 pm 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.

_____ 17. The Builder is not responsible for utilities, cable, internet services, or roadway infrastructure to the development or community.

_____ 18. The Buyer is responsible for having the utilities turned on in their name within twenty-four (24) hours after closing, i.e. electric, water/sewer, and gas.

_____ 19. The Builder and Buyers shall have an initial walk-through fourteen (14) days prior to closing. Any items that are requested to be addressed will be coordinated by our superintendent and will be written down and noted in your file. Those items shall be repaired, and we'll schedule a final walk-through to inspect those items for completeness prior to closing.

_____20. Home Inspections by a third-party company will be accepted. Home Inspections must be received at least fourteen (14) days before closing for items to be addressed and completed prior to your closing date. Any Home Inspection received less than fourteen (14) days before closing will be addressed, however; closing will be pushed fourteen (14) days and a \$250 charge will be taken from closing costs at closing.

_____21. If the Buyers or Buyers' Agent cancels the initial walk-through, the closing date will be pushed to accommodate an initial walk-through fourteen (14) days prior to closing. If the closing date is not pushed, the Builder has up to the signing of closing docs to perform work and the Buyers agree to accept the property in "As Is" condition at the time of closing.

_____22. Builder is not responsible for installing mailboxes or providing keys to community mailbox clusters. If the property is in a community which has a mailbox cluster, it is the responsibility of the homeowner to obtain their keys for access to their mailbox. It is recommended that homeowners contact their Homeowners Association and/or the United States Postal Service for access to their mailbox within a cluster unit.

_____23. Buyer is to obtain a certified appraisal of property. Buyer agrees to the purchase price listed on the executed Offer to Purchase and Contract. Buyer understands that the appraised value may be less than agreed upon purchase price and the Seller shall not reduce list price. In the event the appraised value of the property is less than the list price, Buyer is responsible for and shall pay the difference at closing. The Seller shall not be responsible for any penalty for failure to complete the purchase or sale of the property. This clause overrides any other addendum or provision to include FHA and VA Financing Addendums. All other provisions of the contract remain unchanged and in full force.

_____24. Closing Costs: Buyer acknowledges and agrees to pay the North Carolina property transfer tax at Closing on the Settlement Statement. Buyer further acknowledges and agrees that Buyer shall pay to Seller a Builder Fee, equal to \$599.00 (the "Builder Fee"). The Builder Fee represents additional compensation to Seller and is intended to cover various internal costs associated with the administration of this Contract.

_____	Date	_____	Date
Buyer		Buyer	
_____		_____	
Print Buyer Name		Print Buyer Name	
_____		_____	
Buyer Email Address		Buyer Phone Number	
_____		_____	
Buyer(s) Agent Signature		Print Buyers Agent Name	