

CONTRACT ADDENDUM

Property: _____

Buyer: _____

Seller: NC Affordable Homes, LLC, a North Carolina limited liability company

This Contract Addendum (the "Addendum") to that Offer to Purchase and Contract between Buyer and Seller for the Property (the "Contract") is hereby incorporated and is part of said Contract. In the event of a conflict between the Addendum and Contract, this Addendum shall control. Any terms of the Contract not modified by this, previous, or subsequent addenda, remain in full force and effect.

The following terms are hereby agreed to:

The Property includes a Champion Homes manufactured home to be placed on the lot as part of the overall purchase. Buyer acknowledges that a portion of the purchase price reflects the sales tax due on the manufactured home, which is being collected and remitted by Seller pursuant to applicable North Carolina Department of Revenue rules and regulations. Seller shall be responsible for paying the applicable sales tax on the manufactured home portion of the transaction at or prior to closing. The sales tax amount is included in the total purchase price and is not an additional charge to Buyer.

At closing, Seller shall deliver the original Certificate of Origin for the manufactured home to Buyer or Buyer's closing attorney. The Certificate of Origin shall be properly endorsed and assigned by Seller to Buyer as required. It shall be the sole responsibility of Buyer and/or Buyer's closing attorney to prepare, file, and record a Declaration of Intent to Affix the manufactured home to the real property in accordance with N.C. Gen. Stat. § 20-109.2 and related provisions. Filing of the Declaration of Intent to Affix is necessary for the manufactured home to be classified as real property for purposes of financing, de-titling, and taxation. Seller makes no representations and assumes no responsibility regarding the filing, recording, or approval of the Declaration of Intent to Affix.

SELLER

BUYER

NC Affordable Homes, LLC

Name: _____

Title: _____

Name: _____

Name: _____

DISCLOSURE AS TO WARRANTY

This Disclosure and Warranty Disclaimer (“Disclosure”) is provided to you, the Buyer, in connection with the sale of a manufactured home by **Champion Home Builders, Inc.** (“Champion”) and sold to you by NC Affordable Homes, LLC, a licensed manufactured home dealer in the State of North Carolina (“Dealer”), for a home in the **Pine Ridge Subdivision – New Hanover County, NC.**

1. WARRANTIES PROVIDED BY THIRD PARTIES ONLY

The only warranties applicable to the manufactured home being purchased are:

- A **three-year limited warranty** provided exclusively by **2-10 Home Buyers Warranty Corporation** (the “2-10 Warranty”).
- A **limited one-year manufacturer’s warranty** provided exclusively by **Champion Home Builders, Inc.** (the “Manufacturer Warranty”), and

Dealer makes no warranties, express or implied, regarding the manufactured home.

ALL WARRANTY CLAIMS AND WARRANTY SERVICE REQUESTS MUST BE MADE DIRECTLY TO 2-10 HOME BUYERS WARRANTY CORPORATION FIRST AND THEN TO CHAMPION HOME BUILDERS, INC., AS APPLICABLE. Dealer is not responsible for any warranty performance, obligations, or service under those warranties.

2. DEALER WARRANTY DISCLAIMER

To the fullest extent permitted by North Carolina law, **Dealer hereby DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,** including but not limited to:

- The **implied warranty of merchantability,**
- The **implied warranty of fitness for a particular purpose,** and
- Any and all **warranties arising from course of dealing or usage of trade.**

Buyer acknowledges and agrees that **Dealer is not the manufacturer of the home,** and **does not provide or extend any warranties** as to the home’s condition, quality, performance, or suitability for any purpose.

3. HOME SETUP AND INSTALLATION

Buyer acknowledges that the placement, setup, and installation of the manufactured home on land will be conducted by an independent, third-party setup contractor (the “Setup Contractor”), who is not an agent or employee of Dealer. There are also third-party contractors that may provide additional services, to include but not limited to HVAC, plumbing, and electrical (the “Third Party Contractors”), these contractors are not an agent or employee of Dealer.

All obligations, workmanship, and warranties related to the setup, installation, leveling, anchoring, utility connections, or related site work are the sole responsibility of the Setup

Contractor(s) and Third Party Contractors. **Dealer does not supervise, warrant, or guarantee the services of the Setup Contractor or Third Party Contractors.**

Any issues, disputes, defects, or claims relating to setup or installation must be addressed directly with the Setup Contractor or Third Party Contractors and not with Dealer.

4. ACKNOWLEDGEMENT

By signing below, Buyer acknowledges and agrees that:

- Buyer has read and understands this Disclosure and Warranty Disclaimer;
- Buyer accepts the home **AS-IS from Dealer**, with no warranties from Dealer;
- All warranties applicable to the home are limited to those issued by Champion Home Builders, Inc. and 2-10 Home Buyers Warranty Corporation;
- All setup, installation, and site work responsibilities lie with the Setup Contractor and Third Party Contractors;
- Buyer has been advised to retain copies of all warranty documents and contact information for Champion, 2-10, the Setup Contractor, and Third Party Contractors.

BUYER UNDERSTANDS THAT DEALER SHALL HAVE NO LIABILITY FOR ANY WARRANTY CLAIMS, HOME DEFECTS, OR SETUP ISSUES.

SELLER

NC Affordable Homes, LLC

Name: _____

Title: _____

BUYER

Name: _____

Date: _____

Name: _____

Date: _____

SUBDIVISION DISCLOSURE

This Subdivision Disclosure (“Disclosure”) is provided to you, the Buyer, in connection with the sale of a manufactured home with NC Affordable Homes, LLC, a licensed manufactured home dealer in the State of North Carolina (“Dealer”), for a home in the **Pine Ridge Subdivision**.

Seller is a licensed manufactured home dealer and is not the Declarant, Developer, or Subdivider of the Pine Ridge Subdivision. The Seller makes the following disclosures regarding matters affecting the subdivision in which the Property is located:

1. NCDOT Right-of-Way – NC Highway 132

Some lots within Pine Ridge Subdivision abut **North Carolina Highway 132**. The land located behind those lots is subject to a **North Carolina Department of Transportation (NCDOT) Right-of-Way**. **Buyer is advised to carefully review the recorded plat for the subdivision, filed in Map Book 75, Page 263, New Hanover County Registry, in order to understand the extent, boundaries, and nature of the adjacent NCDOT Right-of-Way.**

Seller makes no representations or warranties regarding the current or future use, expansion, or maintenance of the NCDOT Right-of-Way, and disclaims all responsibility related to such matters.

2. Private Road and Sidewalks– Pine Ridge Court

The main road providing access within the subdivision, **Pine Ridge Court**, is a **private road**. It **has not been dedicated to or accepted by any public authority** for maintenance or ownership.

Accordingly, ongoing repair, maintenance, and upkeep of Pine Ridge Court shall be the private responsibility of the property owners within the subdivision or any future homeowners association. Seller assumes no responsibility for the condition, maintenance, or long-term use of Pine Ridge Court.

Seller is not the developer or declarant of the subdivision and was not responsible for the installation of sidewalks or other amenities in the subdivision. As a result, Seller does not warrant that all sidewalks are properly inside their easement areas. Buyer is strongly encouraged to seek an opinion of a surveyor if they are concerned about the placement of sidewalks in relation to the lot or its easement.

3. Subdivision Covenants and Future HOA

All lots in the subdivision are subject to the **Declaration of Covenants and Conditions for Pine Ridge Subdivision**, recorded in **Book 6755, Page 13, New Hanover County Registry** (the “Declaration”).

The Declaration provides for the creation of a homeowners association to be named **Pine Ridge HOA, Inc.**, which, as of the date of this Disclosure, **has not yet been formed, incorporated, or activated.**

Seller is not the Declarant named in the Declaration, is not affiliated with the Developer, and has no authority over the administration, enforcement, or creation of the Pine Ridge HOA, Inc. Seller disclaims all responsibility for any obligations, fees, or governance arising under the Declaration or by any future HOA.

Buyer Acknowledgment

By signing below, Buyer acknowledges that:

- Buyer has read and understands the disclosures provided here;
- Buyer understands Seller's role is limited to that of a licensed manufactured home dealer and seller of the land;
- Buyer agrees that Seller is not the Declarant or Developer of the subdivision and bears no responsibility for any matters disclosed herein or arising from subdivision infrastructure, covenants, or HOA matters.

SELLER

NC Affordable Homes, LLC

Name: _____

Title: _____

BUYER

Name: _____

Date: _____

Name: _____

Date: _____

DISCLOSURE OF AFFILIATED BUSINESS INTERESTS AND BROKER LICENSURE

This Disclosure is provided in connection with the sale of real property by **NC Affordable Homes, LLC** (“Seller”) to the undersigned Buyer(s) as part of the real estate transaction for property located in the **Pine Ridge Subdivision – New Hanover County, NC..**

The undersigned Buyer is hereby advised of the following:

1. **Licensed Real Estate Broker Ownership**

One or more of the members or owners of **NC Affordable Homes, LLC** is a **licensed real estate broker in the State of North Carolina**. Buyer acknowledges this disclosure is made in accordance with recommendations by the North Carolina Real Estate Commission rules encouraging disclosure of broker licensure and ownership interests in a selling entity.

2. **Affiliated Business Interests**

The owners of **NC Affordable Homes, LLC** also hold ownership interests in and have a business relationship with the following entities:

- **Carolina Title Group, LLC dba Key Title**, a title insurance provider, and
- **Alpha Mortgage Advantage, LLC**, a residential mortgage broker.

As to Key Title, you, as the Buyer, are not required to use the affiliated business as any condition for the purchase of the Property. THERE ARE FREQUENTLY OTHER TITLE INSURANCE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. Buyer has read this disclosure form, and understands **NC Affordable Homes, LLC** is referring you to purchase the above-described settlement service and may receive a financial or other benefit as a result of the referral.

Buyer requests that their title insurance business be referred to Key Title and that my closing attorney be notified of this selection.

Buyer requests that their title insurance business be referred to _____

As to Alpha Mortgage Advantage, LLC, you, as the Buyer, are not required to use the affiliated business as any condition for the purchase of the Property. THERE ARE OTHER LENDERS OR MORTGAGE BROKERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES, COSTS, AND THE BEST RATE.

Buyer is advised that **any portion of this transaction involving services from Key Title or Alpha Mortgage Advantage, LLC may result in a direct or indirect financial benefit to the owners of Seller**. These entities are legally separate, but affiliated through common ownership.

Buyer is under no obligation to use any affiliated service providers and may seek mortgage, title, or closing services from the provider(s) of their choice.

SELLER

NC Affordable Homes, LLC

Name: _____

Title: _____

BUYER

Name: _____

Date: _____

Name: _____

Date: _____