



ADDENDUM TO CONTRACT

This addendum to the Offer to Purchase dated _____ between _____ (buyer(s) and TLE Homes LLC (builder/seller), regarding the property known as _____ (address), is incorporated in and is a part of said contract. Should there be any conflict as between the language in the Offer to Purchase and this Addendum, the Addendum shall prevail.

Please initial all of the following:

- _____ 1. Buyer has received a copy of the restrictive covenants (if applicable) from his/her agent and acknowledges his/her responsibility to read them for compliance.
- _____ 2. TLE Homes LLC 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' and all items chosen will be with an approved vendor.
- _____ 3. All pricing will be done directly through TLE Homes LLC. Pricing done in the field by a superintendent, and/or sub-contractor will not be honored.
- _____ 4. All upgrades, changes or additions must be submitted on a Change Order form prepared by our agent. All change orders after 14 days of contract are subject to a \$500 change order fee for **each** subsequent change order plus the cost of the agreed upon change. **Payment is due immediately and is non-refundable.**
- _____ 5. 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.
- _____ 6. Builder will not install or allow to be installed prior to closing any items provided/purchased by the Buyer(s).
- _____ 7. Buyers may NOT engage the Superintendent, or sub-contractors to make additions or changes of any kind while under construction and/or prior to closing. Such changes must be coordinated between Buyer's agent and/or the builder representative.
- _____ 8. To promote safety for you and your family during the construction process, we respectfully request that you do not enter the job site without permission. This is a requirement of our insurance company. **Visits to the job site without permission and accompanied by your agent are considered to be trespassing.** We appreciate your compliance. Your signature below acknowledges receipt of this notice and waives ALL responsibility for TLE Homes LLC, its agents, staff and all sub-contractors.
- _____ 9. If Buyer chooses to have a third-party home inspection, the Builder must be made aware. Your new home will be built to NC State Building Codes and any items noted by a home inspector will be reviewed by the Builder to determine if a response is warranted. No cosmetic items will be considered.

- _____ 10. Builder shall diligently pursue the construction of the house with the home being complete prior to closing. If Builder is delayed at any time in the process of construction by any of the following: 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 by a reasonable time to account for the delay experienced. Construction shall be deemed complete when 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, storage, moving fees etc. resulting from such delays of closing.**
- _____ 11. Buyer is responsible for having utilities connected in their name on the day of closing unless written authorization is obtained from TLE Homes LLC. Any utilities not transferred will be disconnected the day following closing.
- _____ 12. Buyer(s) agree to pay TLE Homes LLC \$30/day until the closing occurs if the closing date does not occur by the 11th day from the closing date agreed upon in the contract.
- _____ 13. Keys will be given to the buyers after the deed has been recorded at the county courthouse.

Buyer Date

Buyer Date

TLE Homes LLC Date