

## Addendum to Contract

This addendum to the Offer to Purchase and Contract dated \_\_\_\_\_ between \_\_\_\_\_, Buyer and Clearly Development, Inc., Seller regarding property known as \_\_\_\_\_ in or near the County of Onslow, North Carolina, by reference hereto, is incorporated in and is a part of said contract, as follows. In the event of any conflict between these provisions and the provisions of the Contract, these provisions shall control. A default by Buyer in the provisions of this Addendum shall be a material default in the Contract.

1. Closing Attorney to be Lanier, Fountain, & Ceruzzi -- 114 Old Bridge St. Jacksonville, NC 28540 realestate@lfcattorneys.com (910-455-0900)
2. Buyer has received Restrictive Covenants from his/her Agent and acknowledges their responsibility to read them for compliance.
3. Buyers are advised that all fencing, exterior home modifications, and/or outbuildings must be approved by the Homeowner's Association. The restrictive covenants should be referenced for guidelines.
4. It is Buyer's responsibility to confirm school assignment and any potential redistricting.
5. Renderings of floor plans and elevations may differ slightly from actual home when construction is complete.
6. The Buyer is responsible for having the utilities turned on in their name within 3 days after closing, i.e., electric, water/sewer, gas.
7. 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 in the office.
8. Buyer to coordinate all available interior and exterior selections through Clearly Development, Inc., contact 910-455-6956 to make selection appointments. The stage of construction at the time of contract will determine which changes the builder will accommodate.
9. Upgrades, changes, and additions must be paid for in advance and are non-refundable. Any upgrades or changes have the potential to delay the closing date.
10. In accordance with the Builder's Insurance Company and NC State Law:
  - 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 and must be accompanied by an Agent on any visit.
  - Buyers understand that they enter the job site at their own risk, even when accompanied by Builder or Agent.
11. Buyer is advised that the BUA (Build Upon Area) will potentially change from what is currently found in the Restrictive Covenants at the discretion of the developer and engineering of projects.
12. Buyer understands that the Builder will not deliver possession until the Warranty Deed has been recorded and the funds have been disbursed.
13. Buyer acknowledges that there are Wetlands within the Subdivision and there will be limited effects on various lots. The Buyer further acknowledges they have reviewed the recorded plat for all notations on the Lot referenced herein.

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March 2024

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. Lot clearing is at builder or developer discretion, but it is deemed as is once the home is closed and may or may not include the full acreage of the lot.
15. Buyer's walk thru of the home will be scheduled through the agents upon home completion. The walk thru should be scheduled at least a week prior to closing, but must take place no less than three business days prior to closing.
16. Builder shall diligently pursue the construction 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 or labor shortages, adverse weather conditions, or delays in transportation which were 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 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 from such delays of closings.
17. In the event the Seller should determine that the Buyers pre-qualification or approval for any loan secured for the source of funds has been revoked or had conditions placed upon said approval, Seller shall have the right to demand an unqualified loan commitment from the Buyer's Lender. In the event said loan commitment is not received by Seller within three (3) business days of written demand, Seller shall have the right to cancel this Offer to Purchase and Contract. In the event of said Seller's cancellation, any earnest money deposit shall be refunded to Buyer and any due diligence funds or builders deposit shall be retained by Seller.

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

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

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