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## **NEW CONSTRUCTION SALES CONTRACT ADDENDUM**

This addendum is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between, \_\_\_\_\_ (hereinafter referred to as "Buyer") and Neuse River Homes, LLC, (hereinafter referred to interchangeably as "Seller", "Neuse River Homes, LLC", or as "NRH"). This Addendum amends and supersedes the Purchase Contract dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter, the "Contract") between Buyer and Seller for that certain residential home to be constructed at \_\_\_\_\_, (hereinafter referred to as the "Subject Property") by Seller on behalf of Buyer. By and through their signatures to this Addendum, Buyer understands and agrees that any and all contradictions and 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) hereby acknowledges acceptance of each provision with the initial of each numbered item.

- 1) \_\_\_\_ Preferred Closing Attorney: Name, contact information and office address.  
Whitaker & Hamer, PLLC: 804 E Ash St, Goldsboro goldsboro@mwhlaw.lawyer
- 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) \_\_\_\_ Buyer shall be permitted to use its preferred title company in securing the title insurance policy on the property.
- 4) \_\_\_\_ It is Buyer's responsibility to confirm school assignment and any potential redistricting.
- 5) \_\_\_\_ Seller's Contribution to Closing Costs: As outlined in the Purchase and Sale Contract, Seller may agree 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.



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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. Seller's contribution to Closing Costs to be utilized after all lender credits have been applied.

6) \_\_\_\_\_ Floor plans vary in regard to square footage, special features, and upgrades. Therefore, many of the items viewed in other NRH 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 sales representative to obtain the current building specifications (current neighborhood feature sheet) before submitting the Offer to Purchase and Contract.

7) \_\_\_\_\_ 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 Seller or other owner of the Plan in the amount of any lost profits, consequential damages, and other applicable damages for any re-use, sale, or dissemination of such Plans. Architectural and Construction plans will not be provided to the Buyer for any reason.

8) \_\_\_\_\_ Seller will not install or allow to be installed prior to closing any items provided/purchased by the Buyer unless otherwise agreed upon in writing.

9) \_\_\_\_\_ Any pricing (i.e., upgrades, fences, etc.) will be done directly through Neuse River Homes, LLC management team. Pricing done in the field by a trade partner and/or Superintendent will not be honored.

10) \_\_\_\_\_ Buyers may not engage the Superintendent, or tradesmen/sub-contractors 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 Seller's agent.

11) \_\_\_\_\_ Buyer and/or Buyer's representative must direct all/any questions, including but not limited to, finishes, selections, plan modifications, etc., through Seller's agent or other designated representative.

12) \_\_\_\_\_ Seller 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 any act or neglect of Buyer including any changes ordered in the construction, 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.



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Force Majeure. The term “force majeure” shall mean fire, flood, extreme weather, labor disputes, strike, lockout, riot, acts or threats of terrorism, government interference (including regulation, appropriation or rationing), unusual delay in governmental permitting, unusual delay in deliveries or unavailability of materials, unavoidable casualties, act of God, delays or disruptions due to epidemics or pandemics (such as government recommended or mandated responses to the COVID-19 virus or other health crisis situations), civil commotion, insurrection or other catastrophe, condition or causes beyond the party’s reasonable control. If either party to this Agreement shall be prevented or delayed from promptly performing any obligation or satisfying any condition under this Agreement by force majeure, the time to perform such obligation or satisfy such condition shall be extended by an amount of time equal to the delay caused by such event. Construction shall be deemed complete when; 1) the House has been completed in accordance with the Plans and Specifications and is broom-clean; 2) a certificate of occupancy has been issued by the appropriate governmental authority having jurisdiction over the construction of the house. Seller 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 in such delays of closing.

13)\_\_\_\_ Home Inspections: NRH will only recognize home inspections performed by a Certified North Carolina Licensed Home Inspector. Neuse River Homes, LLC Management Team must be notified in writing prior to any home inspection including interim inspections by Buyer. Notification is to be sent to the Seller’s agent in writing. Any fees assessed to the Buyer are an expense of the Buyer and are not considered a “Closing Cost”.

14)\_\_\_\_ In accordance with the requirements imposed by Seller’s insurance company and as is otherwise provided by law, 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. Buyers further understand and agree that they enter the job site at their own risk and are not insured by NRH, even when accompanied by the Seller or Buyer’s agent. Buyer shall fully indemnify and hold Seller harmless from any and all liability incurred by Buyer’s presence on the Subject Property, including, but not limited to, any and all injuries which Buyer might suffer or cause others to suffer while on the Subject Property.



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15)\_\_\_\_ \_\_\_\_ 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.

16)\_\_\_\_ \_\_\_\_ Seller may unilaterally terminate the Contract as follows: a) Upon completion of drywall installation its verifiable construction costs have substantially increased over and above prior quotes and Buyer will not agree to pay the verifiable increase. b) Buyer unreasonably interferes in Seller's construction of the home. c) Buyer refuses to execute and prepay All Change Orders and/or pay any additional cost incurred by Seller as a result of Buyer's default of any Terms and Conditions of the Contract. d) For any other reason, in the Seller's reasonable discretion, that prevents Seller from performing its obligations as specified in the contract.

17)\_\_\_\_ \_\_\_\_ Upon Closing, the life of all trees, shrubs and grass on the property are not covered by any warranty. Maintenance of all landscaping, including but not limited to, irrigation of plants and grass and erosion control of all areas within the deeded lot are the responsibility of the Buyer.

18)\_\_\_\_ \_\_\_\_ 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 Seller's 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 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.



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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 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.

19) \_\_\_\_\_ Cabinet Acknowledgement: Your cabinets will have variations from part to part including the wood grain pattern, finish texture, shading, and stain or paint color.



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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.

20) \_\_\_\_\_ The Buyer is responsible for having the utilities (i.e., electric, water/sewer, gas) turned on in their name the day of Closing unless written authorization is obtained from Seller. All utilities not transferred from Seller the day of Closing will be disconnected the following day after Closing.

21) \_\_\_\_\_ All warranty inquiries and requests for warranty repairs shall be submitted online to 2-10 Home Buyers Warranty by visiting <https://neuseriverhomes.com/warranty-request/>.



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

\_\_\_\_\_(SEAL)  
Buyer:

\_\_\_\_\_(SEAL)  
Buyer:

\_\_\_\_\_(SEAL)  
**Neuse River Homes, LLC**

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



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## **BUYER CONTACT INFORMATION**

**Lot Number: \_\_\_\_**

Closing Project Coordinator: Erica Sasser ericasasserrealtor@gmail.com

Personal Information:

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

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

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

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

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



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## NOTICE

**Floor plans, renderings, and finishes lists on file are for reference purposes only. Neuse River Homes, LLC reserves the right to modify features, dimensions, and finishes during construction and without notice. The final as-built product may differ from the attached documents.**

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

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

\_\_\_\_\_  
**Neuse River Homes, LLC**

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



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## NOTICE

Thank you for selecting Neuse River Homes, LLC as your preferred homebuilder! In order to avoid any misunderstandings and promote job safety for you and your family during the construction of your new home, we respectfully request that you do not enter upon the job site without permission. This is a requirement by our insurance company.

Our permit boxes on each job site display NOTICE that you are TRESPASSING if you are not accompanied by a Neuse River Homes, LLC staff member or representative. If you desire to visit your future home site while under construction, you must contact your realtor to arrange a convenient time for a supervised visit. We appreciate your compliance; non-compliance may result with a fine in the amount of \$500.00 for the first violation.

Your signature below acknowledges receipt of this notice and waives all responsibility for Neuse River Homes, LLC, its agents, staff, representatives, and all subcontractors.

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

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

\_\_\_\_\_  
**Neuse River Homes, LLC**

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



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## RELEASE OF ALL CLAIMS

FOR GOOD CONSIDERATION, with the execution of this Release Of All Claims Agreement, the receipt of which is hereby acknowledged, \_\_\_\_\_, hereinafter referred to as "The Home Inspector", and his/her heirs, administrators, executors, successors and assigns hereby remise, release, acquit and forever discharge Neuse River Homes, LLC, as well as each of its successors, heirs, assigns, executors, administrators, and any and all other persons, associations and/or corporations of Neuse River Homes, LLC, whether herein named or referred to or not, of and from any and every claim, demand, right, or cause of action of whatever kind or nature, either in law or in equity, arising from any personal injury or any other claim for damages incurred by The Home Inspector while performing its duties on the property located at \_\_\_\_\_.

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

\_\_\_\_\_  
Buyer: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Buyer: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
**Neuse River Homes, LLC**

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



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**NEUSE RIVER HOMES, LLC  
BUILDER ORIENTATION & WALK THRU PROCEDURES**

**ALL** Builder's Orientations/Walk Thrus must be completed 10 business days prior to the scheduled closing date unless otherwise requested by the builder due to delays. Builder asks that only buyers and their agent attend.

Available times for Builder Orientation/Walk Thru's will be:  
Monday, Wednesday and Thursday 9 AM - 3 PM

**ALL** final walk thru's will be done at least 2 days prior to the scheduled closing date unless otherwise requested by the builder due to delays. The final walk through can be done any time Monday, Wednesday or Thursday between 9 AM and 3 PM.

The agent and buyer are welcome to visit the home before closing but there will be no further blue tape or requested items after the Final Walk Thru.

Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Builder \_\_\_\_\_ Date \_\_\_\_\_



# STANDARD FEATURES LIST

<b><i>Foundation</i></b>	<ul style="list-style-type: none"><li>• 8" Deep poured concrete footings 8"</li><li>• Block wall Parged sides and back Stone</li><li>• accent on front facing walls Based on foundation (Either 4" concrete floor slab or crawl space)</li></ul>
<b><i>Exterior Walls</i></b>	<ul style="list-style-type: none"><li>• 2 x 4 studs; 16" o.c.</li><li>• 7/16" OSB sheathing on exterior walls</li></ul>
<b><i>Roof System</i></b>	<ul style="list-style-type: none"><li>• Engineered truss roof system</li><li>• 7/16" OSB roof sheathing</li><li>• Synthetic roofing underlayment</li><li>• 30yr architectural shingles</li><li>• Ridge vents for continuous ventilation</li><li>• Gutters and downspouts</li></ul>
<b><i>Plumbing</i></b>	<ul style="list-style-type: none"><li>• PEX water lines with PVC Drain lines</li><li>• 50 Gallon electric hot water heater</li><li>• Stainless Steel kitchen sink (Dbl or Single bowl)</li><li>• Molded fiberglass tubs &amp; showers (Tile shower in MBA on select plans only)</li><li>• Shower doors installed in shower stalls</li><li>• Quartz tops in bathrooms; pedestal sinks in Powder Rooms</li><li>• Adult height elongated toilets</li><li>• 2 exterior water spigots</li></ul>
<b><i>Interior Walls</i></b>	<ul style="list-style-type: none"><li>• 2 x 4 studs, 16"o.c.</li><li>• Standard ceiling height of 9' of first floor</li></ul>

<p><b><i>Heat &amp; Air</i></b></p>	<ul style="list-style-type: none"> <li>• Trane energy efficient electric heat pump</li> <li>• Ecobee programmable, wi-fi enabled thermostat</li> <li>• Insulated air duct system</li> </ul>
<p><b><i>Electrical</i></b></p>	<ul style="list-style-type: none"> <li>• All copper wiring except service cable and 220 volt cable</li> <li>• 200 amp service with circuit breakers</li> <li>• 2 GFI outside electric outlets</li> <li>• Switched attic light</li> <li>• Front doorbell</li> <li>• Ceiling fans in Living Room, Master BR and screened porch</li> <li>• Prewired for fans in extra bedrooms</li> <li>• Recessed lighting in Kitchen</li> <li>• Recessed light over tubs/showers</li> <li>• 2 exterior flood lights</li> <li>• Exterior lights at front door and garage side door</li> </ul>
<p><b><i>Exterior Finish</i></b></p>	<ul style="list-style-type: none"> <li>• Smooth (Paintgrade) fiberglass front door</li> <li>• Deadbolt security locks</li> <li>• Vinyl Siding</li> <li>• Single hung vinyl windows (Screens NOT included)</li> <li>• Vinyl soffits</li> <li>• Vinyl shutters on front elevation per plan</li> <li>• Aluminum screened porch per plan</li> </ul>
<p><b><i>Appliances</i></b></p>	<ul style="list-style-type: none"> <li>• Whirlpool stainless steel appliance package (range, dishwasher and microwave)</li> </ul>
<p><b><i>Garages</i></b></p>	<ul style="list-style-type: none"> <li>• Sheetrocked (Finished &amp; Painted) walls &amp; ceilings</li> <li>• Includes 8' high garage door as shown per plan</li> <li>• Includes 1 wi-fi enabled garage door opener with 2 remotes</li> </ul>

<p><b><i>Interior Finish</i></b></p>	<ul style="list-style-type: none"> <li>• Shaker style cabinets with soft close cabinets and drawers available in various colors</li> <li>• Crown molding included on all kitchen cabinets</li> <li>• Granite countertops in kitchen</li> <li>• Slick finish sheetrock ceilings</li> <li>• Craftsman style trim</li> <li>• 5 1/4" baseboard throughout house</li> <li>• Picture framed windows</li> <li>• Mirrors in bathrooms and powder rooms</li> <li>• Sherwin Williams paint</li> <li>• Carpet flooring in all bedrooms, Bonus areas, stairs</li> <li>• Vinyl flooring in wet areas (Baths and Laundry)</li> <li>• Laminate, waterproof flooring in Living/Dining/Kitchen areas</li> </ul>
<p><b><i>Insulation</i></b></p>	<ul style="list-style-type: none"> <li>• R-38 blown or batted fiberglass ceiling insulation</li> <li>• R-15 fiberglass wall insulation</li> </ul>
<p><b><i>Landscaping</i></b></p>	<ul style="list-style-type: none"> <li>• Sod from front corners of home to street, including ditch</li> <li>• Seed &amp; Straw in side and rear yard</li> <li>• One small tree in front</li> <li>• Pine straw bed in front with various bushes</li> </ul>

Buyer acknowledges that they have reviewed the standard features list. Buyer also acknowledges that the standard features list states that window screens are not included in the contract price.

Buyer\_\_\_\_\_

Date\_\_\_\_\_

Buyer\_\_\_\_\_

Date\_\_\_\_\_