



## ELKS CONSTRUCTION INC. ADDENDUM TO CONTRACT

This addendum to the Purchase and Sale Agreement dated Contract Date between \_\_\_\_\_ (“Buyer”), and Elks Construction Inc. (“Builder”), regarding property known as \_\_\_\_\_ / Brook Hollow Community in or near the City of Greenville County of Pitt, North Carolina, by reference hereto, is incorporated in and is a part of said contract, as follows:

1. **ADDENDA AND EXHIBITS:** The following Addenda/Exhibits are attached hereto and incorporated herein :

- Brook Hollow Included Features Sheet
- Brook Hollow Fence Policy (Duplex Contracts Only)
- Home Options Package
- Participating Lender Info
- Owner Occupancy Addendum
- Confirmation of Compensation
- Mineral, Oil & Gas Disclosure
- Plot Plan (Duplex Contracts Only)

2. **Closing Attorney:** Closing shall be held by the following Builder preferred Attorney:

- **HORNE & HORNE** Phone: 252-758-4333 Email: [hornepllc@horne-hornelaw.com](mailto:hornepllc@horne-hornelaw.com)
- When Buyer is using Builder’s preferred attorney, said attorney will conduct the closing and disburse all funds. Said attorney shall represent both Buyer and Builder only in such case as the common representation can be managed in the best interest of both the Buyer and Builder. Said attorney shall on behalf of the Buyer render an opinion on title, prepare any necessary loan documents for Buyer, explain loan documents to Buyer and disburse loan proceeds.
- If a conflict develops between Buyer and Builder, Builders preferred attorney must withdraw from the representation of both parties and will not represent either party any further in the transaction.
- Buyer may independently employ separate counsel, however all additional and redundant costs shall be the sole obligation of the Buyer.

3. **Property Owner Association:** Buyer has received a copy of the COVENANTS, CONDITIONS AND RESTRICTIONS (“CC&Rs”) from his/her agent and acknowledges his/her responsibility to read them for compliance. *Buyer(s) Initials:* \_\_\_\_\_

4. **Schools:** It is Buyer’s responsibility to confirm school assignment and any potential redistricting.

5. **Trade Partners and Suppliers:** Builder builds “pre-assigned, inventory” 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 with a representative of the Builder at the Selections Center, except for lighting and appliances, which will be selected through Builder’s approved Vendor.

Any pricing (i.e., upgrades, fences, etc.) will be done directly through Builder’s office. Pricing done in the field by a trade partner and/or field associate (project manager) will not be honored.

6. **Home Inspections:** The builder will only recognize home inspections performed by a North Carolina licensed home inspector.

- Inspections must be scheduled through Builder rep and performed between 6:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays.

Buyer \_\_\_\_\_

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Builder \_\_\_\_\_

- The inspection report with any request for repairs must be submitted to the Builder representative a minimum of 48 hours prior to the buyer's orientation walk-through.
7. **Variations:** 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. 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. Photos, videos and virtual tours may not accurately represent specifications, selections or floorplan options available in every community. Do not base any decision to buy real estate or anything else from these images, videos, renderings or illustrations. Buyer shall consult with sales representative to obtain the current building specifications and included features before submitting the Purchase and Sale Agreement.
  8. **Buyer Installations:** Builder will not install or allow to be installed prior to closing any items provided/purchased by the buyer. Buyers may not engage the project manager, 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 builder representative.
  9. **Modifications to the Included Features:** All upgrades, changes and additions must be submitted on a Change Order. If it is not in writing and paid for, no upgrades, changes or additions will be made. Upgrades, changes and additions will be required to be paid for in advance and are non-refundable.
  10. **Selections:** Buyer is responsible for coordinating all available interior and exterior selections through the Builder's Representative. The Buyer will be required to meet with the Builder's representative, to choose the Buyer's various available options, upgrades, and selections to be made to the Residence, if any, within 7 ("seven") days from the date of this Agreement. The value and designation of any options, upgrades or selections chosen by the Buyer will be set out in an executed Selections Worksheet or Changeorder form, finalizing the Selections process within 10 ("ten") days from the date of this Agreement. Once the Selection process has been completed there will be no changes, additions or deletions, to the options, upgrades, and selections made by the Buyer. The stage of construction at the time of contract will determine which changes the builder will accommodate.
  11. **Timely Completion:** Builder shall diligently pursue the construction of the House, and shall complete construction as a "turn-key" job on or before the closing. If Builder 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 expenses or fees incurred by the buyer, including but not limited to housing, hotel, moving company fees or fees to extend a rate lock, resulting in such delays of closing beyond builder's control.** Buyer(s) Initials: \_\_\_\_\_
  12. **Termination of Agreement:** Buyer(s) Initials: \_\_\_\_\_ Buyer agrees not to harass, annoy, abuse, or treat disrespectfully any employee or agent of Builder, or interfere with work of Builder or any employee, contractor, subcontractor, vendor or supplier of Builder. Builder, in its sole discretion, may elect to treat any such conduct (or conduct demonstrating that Buyer has unreasonable expectations, escalating differences, and/or issues that have become irreconcilable), as a material breach of this Agreement. In the event Builder elects to terminate this Agreement pursuant to this paragraph, the Builder shall give written notice of such termination by certified mail, return receipt requested, to the Buyer and Buyer shall forfeit all deposits.
  13. **Utilities:** The buyer is responsible for having the utilities turned on in their name within **48 hours** after closing, i.e., electric, water/sewer, gas.
  14. **Statements and Agreements Made by Builder:** Builder wants to ensure that Builder and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Home) are set forth in writing in the Agreement. Builder is not responsible for, or bound by, any statement or agreement by any new home consultant, salesperson, broker, agent, employee or other representative of Builder unless such

statement or agreement is in writing and signed by an Authorized Agent of Builder. If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Builder which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement.

15. **Surrounding Areas:** Builder typically has no control over the development or use of the areas adjacent to or in the vicinity of the Community. Buyer acknowledges: (i) that the character, nature and uses of the areas adjacent to or in the vicinity of the Community may change in the future; and (ii) that future uses of adjacent or nearby property could include transportation, commercial, residential, agricultural, recreational, or any number of other uses. Builder has not made any representations concerning the development or use of the areas adjacent to or in the vicinity of the Community.
16. **Future, Development, Marketing and Other Changes:** Future development of the Community cannot be predicted with accuracy. Therefore, Builder makes no representations or warranties as to future development of the Community and Buyer (whether or not Builder is the developer of the Community) acknowledges that any of the following may occur:
  1. Changes in the design, plan, size, materials and/or features of the Community, the amenities in the Community and/or the homes in the Community including, without limitation, the number of homes and the sizes of lots in the Community. Topographical maps in sales office(s), site plans, lot plotting maps, sales literature and brochures and other items showing the Community, the amenities in the Community and/or the homes in the Community do not in any way constitute Builder's promise to complete the same as shown.
  2. Different methods of marketing to sell homes in the Community, including, without limitation, the use of incentives, concessions, price reductions, lot sales programs, bulk sales or other promotions or techniques, without regard to the price paid by Buyer for his/her Home, and without any obligation to offer any comparable incentives to Buyer.
  3. The sale, at any time, of all or any portion of the lots within the Community to any third party, including other developers and/or Builders.
17. **Construction and Sales Activity.** Certain construction and sales activities within and near the vicinity of the Community may be occurring after Buyer's occupancy of Buyer's Home. This may result in some inconvenience to Buyer due to increased noise, dust and debris from the construction activities and the operation of the model homes and sales office. Construction hours often begin early (particularly in warmer seasons) and sales activity will likely involve significant traffic and visitors, particularly on weekends before the Community is completely sold out.

Furthermore, Builder has taken steps to adhere to applicable code requirements, if any, pertaining to sound attenuation between homes, from adjacent uses and between floors of any townhouse buildings. However, meeting code requirements will not necessarily eliminate noise. Buyer understands and acknowledges that multi-unit and/or attached housing inevitably creates more sound transmission and noise intrusion than detached residences due to shared walls and floor/ceiling construction. Shared walls, floors and ceilings will contain plumbing lines, ventilation ducts and other related devices. These devices can generate and transmit noise from a neighboring home which may be heard in Buyer's Home. Buyer acknowledges that Builder shall not have any responsibility for any type or level of sound transmission within or between units in a Community building, from street noise within or outside the Community, or otherwise from surrounding properties or uses.
18. **Views.** Buyer acknowledges that Builder has not made any representation, warranty or covenant of any kind regarding views that may be available from Buyer's Home. A view may be negatively impacted by a variety of occurrences, including construction of buildings, decks, fences, walls, tree and plant growth, landscaping or other future development.
19. **Soil Conditions.** It is possible that certain problems may arise with the Home due to expansive soils and/or sinkholes. Buyer acknowledges and agrees that Seller makes no representation, warranty or guarantee against the risk of soil changes and/or sinkhole activity.
20. **Mold.** Mold is not necessarily harmful and medical professionals disagree about the effects of exposure to mold and the level of mold exposure that may cause health problems. Mold in elevated airborne concentrations may cause allergic symptoms in people who are sensitive to mold and people with suppressed immune systems or lung disease may be at risk for fungal infections. The best way to control indoor mold growth is to control moisture. In order to minimize moisture, Buyer should,





**Brook Hollow Included Features Sheet**

**Exterior Features**

- Brick accent- Duplex, Stone Accent- TH
- CertainTeed Vinyl Siding
- Mono slab foundation
- Covered Rear porch w/ Fan
- Outside Storage
- 30-year Architectural shingles
- 1 & 2 Car Garages with remote
- 2 exterior weatherproof outlets & two hose bibs
- Professionally designed landscape package

**Kitchen Features**

- GE® Stainless Steel appliances including: Electric Range, Microwave, Dishwasher & Refrigerator
- Granite countertops
- Undermount stainless steel sink
- Pullout faucet with sprayer
- Hardware on cabinets and drawers
- Crown molding on cabinets
- Tile Backsplash
- Painted shaker-style cabinets

**Bath Features**

- Primary bath tile shower w/ framed glass door & Freestanding Garden tub (plan specific)
- Primary baths include Dbl. Vanity & linen storage
- Fiberglass tub/shower combo in secondary bath
- Chrome, Satin Nickel, and black bathroom hardware options
- Chrome, Satin Nickel, and black faucets options
- Ceramic Tile flooring in all full baths
- Pedestal sink in half bath

**Interior Features**

- LVP Flooring throughout, Oak treads on stairs
- Ceramic Tile flooring in all full baths
- Electric washer/dryer hookup connections
- PGP® interior paint and trim color
- Smooth 9' ceilings on 1st floor
- 5 ¼" baseboards throughout
- Wire shelving in all closets
- Two-panel interior doors
- LED lighting package throughout
- Ceiling fans in all bedrooms and family room
- Cable and phone in living area and bedrooms
- Electric Fireplaces

**Quality | Safety | Energy Saving Features**

- Electric water heater
- Pre-Wired for Security System
- Programmable thermostat
- Single-hung vinyl windows

**Warranty Program**

- 1-Year Builders Warranty

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

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

\_\_\_\_\_  
Elks Construction, Inc. Date

## Brook Hollow Fence Policy



All fencing in Brook Hollow Subdivision must be in the exact design as the pictures above. Materials for fences are to be pressure-treated lumber, 6 ft. in height with this gate design, and cannot be painted or stained. All property lines are designated on the plot plans provided by the builder or surveys obtained by the buyer. **All fencing must be approved by the Builder/Developer prior to installation. If any violation of this policy occurs, the buyer/homeowner will be required to take the fencing down and comply with the fencing policy.** Any areas containing utility easements are subject to maintenance and should not be fenced. The homeowner will be responsible for maintaining any fenced areas. Brook Hollow HOA will not enter fenced-in areas and will not maintain landscaping/grass within fenced areas.

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Buyer/Homeowner/Date

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Elks Construction Inc. /Date

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Buyer/Homeowner/Date



**Elks Construction Participating Lender Addendum**

Elks Construction Participating Lenders, closing Attorneys, and staff are trained in our processes, have regular and constant communication with Elks Construction, and are committed to your customer experience.

**Approved Lender Commitment:** When you choose to work with a Participating Lender, not only do you receive financial concessions, but should a problem arise with a Participating Lender, Elks Construction has the relationship in place to assist in helping clarify and resolve issues to get you in your home on time. With a non-participating lender, Elks Construction does not have a communication structure in place that can assist you. If you are considering working with a lender that is a large corporate entity or does not have a local processing staff that can assist you at the time of closing and adequately supports the closing process, you may receive customer service that is less than desired when it is most needed.

**Receive a Closing Cost Credit when choosing a Participating Lender\*.**

- **Grant Barker, Atlantic Bay Mortgage, NMLS#810737, 252-341-4842, [Grantbarker@atlanticbay.com](mailto:Grantbarker@atlanticbay.com)**
- **Clay Brown, Truist, NMLS#664225, 252-286-8111, [Clay.brown@truist.com](mailto:Clay.brown@truist.com)**

Elks Construction does not receive any financial gain when a customer chooses to use a Participating Lender. The only financial gain is to the buyer. The Participating Lender on this list shares a common goal with Elks Construction and is committed to providing our customers with competitive value and an exceptional customer service experience.

I/We understand that this selection does not obligate me/us to a specific lender at this time and that I have the right to the lender of my choice.

Buyer/Borrower \_\_\_\_\_ Date of Offer\_\_\_\_\_

Buyer/Co-borrower \_\_\_\_\_ Date of Offer\_\_\_\_\_

\*Subject to buyer meeting all lender requirements and guidelines





## Cooperating Compensation Agreement

Property: Lot # \_\_\_\_\_ Unit # \_\_\_\_\_ Community Brook Hollow

Buyer's Name: \_\_\_\_\_

Buyer's Agent: \_\_\_\_\_

Buyer's Agent Firm: \_\_\_\_\_

Sales Price: \$ \_\_\_\_\_

Commission: \_\_\_\_\_ %

Other: \_\_\_\_\_

### Agent Initials

\_\_\_\_\_ I verify that I have reviewed all parts of the contract and addenda with my clients and all parties understand the contract in its entirety.

\_\_\_\_\_ I understand that the buyers must have representation at every builder meeting and site visit. If I am unable to attend, a representative from my firm will attend in my place.

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

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

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

\_\_\_\_\_  
Builder's Representative Date