

# JC Jackson Homes, LLC SELLER’s Addendum #1

HOME BUYER: \_\_\_\_\_

SELLER: JC Jackson Homes, LLC

In the event the terms of this Addendum conflict with any provisions of the Purchase and Sales Agreement, these terms shall control.

**BUYER and SELLER agree as follows:**

1. **Plan Variation:** No two homes are built exactly alike. It is not uncommon to have minor differences in the dimensions or style of concrete, framing, plumbing, mechanical, electrical, cabinets, etc. All JC Jackson homes are built with the same quality materials, but the above-mentioned items can and do vary from home to home. These variations are not considered defects and will not be changed.
  
2. **Site Conditions:** Each lot is unique in its size, shape, slope, and drainage characteristics. SELLER reserves the right to determine the exact location and configuration of the house upon the lot, along with foundation heights and final grade.
  
3. **Financing:** The BUYER agrees to provide a Loan Preapproval Letter from a preferred lender or proof of funds to the SELLER within 5 business days of contract signing.
  
4. **Concept Plans:** BUYER agrees that attached concept floor plans, elevations, and site plan (see Exhibits) are considered final and no further structural changes will be allowed. This includes windows, exterior doors, roof structure, exterior and

Buyer's Initials \_\_\_\_\_  
 Buyer's Initials \_\_\_\_\_  
 JC Jackson Initials \_\_\_\_\_

interior walls, and positioning on the site. Exceptions to this policy will only be made for alterations required following a review by the subdivision Architectural Control Committee. Ownership of plans and specifications shall remain with the SELLER.

5. **Commencement and Completion of Construction:** SELLER shall commence construction of the dwelling within fifteen (15) working days of the next open "Slot" on the SELLER's start schedule following the SELLER's receipt of all required permits, licenses, selection sheets, plans, and any other items required for commencement of the construction. The construction shall thereafter be continued in accordance with the SELLER's normal construction schedule until the construction reaches "Substantial Completion," which shall occur when construction of the dwelling is sufficiently complete to allow the BUYER to occupy and use the dwelling for its intended purpose. Substantial Completion will also be deemed to have occurred when the dwelling is ready to be occupied by the BUYER, or when a final building inspection is passed and/or approval of the dwelling for occupancy by any applicable governmental authority. Substantial Completion is not subject to the completion of any punch list items. Completion of the dwelling is subject to delays caused by conditions beyond the control of SELLER. Such causes (referred to as "Excused Delays") include, but are not limited to, the unavailability of required materials, labor, and services from Trade Partners, Change Requests, fire, or other casualty, acts of God, inclement weather which interferes with normal scheduling of the construction, or BUYER's failure to timely make decisions or selections of allowance items, colors, or materials.

**SELLER THEREFORE DOES NOT GUARANTEE SUBSTANTIAL COMPLETION OF THE DWELLING ON ANY SPECIFIC DATE.**

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

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

Buyer's Initials \_\_\_\_\_  
Buyer's Initials \_\_\_\_\_  
JC Jackson Initials \_\_\_\_\_

**ITEM 6 NOT APPLICABLE TO THIS AGREEMENT**

**6. ~~Termination Contingency:~~**

- ~~a. The BUYER and SELLER acknowledge that this is a Fixed Price Agreement pursuant to which seller is to construct a home on the property for the agreed price.~~
- ~~b. Because of the nature of varying costs and other varying circumstances in the home building industry, any of which may, at some point, prior to full performance, make this Agreement unsustainable for SELLER, SELLER shall have the right to terminate this Agreement, if any of these contingencies arise, in SELLER's good faith business judgment.~~
- ~~c. If material cost increase from the date this agreement is signed to the date construction is to begin, SELLER shall have the right to terminate this agreement and will return to BUYER any deposit paid, including deposits referred to in this Agreement as Nonrefundable Deposits. Once terminated, neither party shall have any further rights here under except BUYER's right to the deposit. SELLER shall not be required to provide BUYER any documentation of any price increases, but may, at SELLER's option, provide BUYER with a revised price of construction, which BUYER may accept with the changes signed at that time.~~
- ~~d. SELLER's right of termination shall exist until SELLER has begun framing the home, notwithstanding the SELLER has obtained all required permits.~~
- ~~e. At such time as SELLER begins framing the home, then SELLER shall proceed with the construction for the price and allowances set forth in the agreement and this right of termination shall expire.~~

**~~BUYER ACKNOWLEDGES THE ABOVE SELLER TERMINATION OPTION AS SET FORTH IN THE ABOVE PARAGRAPHS.~~**

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

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

Buyer's Initials \_\_\_\_\_  
Buyer's Initials \_\_\_\_\_  
JC Jackson Initials \_\_\_\_\_

- 7. Financing Appraisal** - BUYER agrees that the appraisal is not a contingency item. In the event that the appraised value of the home is below the contract price, BUYER is responsible for paying the difference between the appraised value and the total contract value.

**BUYER ACKNOWLEDGES THAT THE APPRAISAL IS NOT A CONTINGENCY ITEM.**

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

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

- 8. Jobsite Conditions:** To provide the smoothest possible construction process, the BUYER agrees to only visit the job site after 4:00 PM on weekdays or on the weekend, or as accompanied by JC Jackson Homes representative.

- 9. Trade Partners:** BUYER agrees that the selection of trades and suppliers shall rest solely with the SELLER.

- 10. Third-Party Inspections:** In the event of a third-party inspection, SELLER shall provide BUYER with a timeframe in which the inspection shall be performed. BUYER shall notify SELLER of any unsatisfactory items prior to the Homeowner Orientation. SELLER agrees that any items that do not meet JC Jackson Home's Performance Standards shall be added to the final orientation list.

Buyer's Initials \_\_\_\_\_  
Buyer's Initials \_\_\_\_\_  
JC Jackson Initials \_\_\_\_\_

**11. Respectable Persons Clause:** SELLER expects that all employees, trade contractors and suppliers treat the BUYER with utmost respect. Likewise, SELLER expects the same amount of respect from the BUYER. If SELLER’S trade contractors, suppliers, or employees feel that they are being addressed in an inappropriate manner, including verbal and physical abuse, offensive language, racially insensitive terms, or unsubstantiated argumentative language, the SELLER, at its discretion may terminate any further interaction with the offending parties. Additionally, SELLER retains the right to deem the Limited Warranty and any pending warranty work void and/or invalid.

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

**Date:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**JC Jackson Homes, LLC by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Jeremy C Jackson, President**

Buyer's Initials \_\_\_\_\_  
Buyer's Initials \_\_\_\_\_  
JC Jackson Initials \_\_\_\_\_