



ADDENDUM TO CONTRACT

This addendum to the offer to purchase and contract dated _____ between _____, Buyer, and JSJ Builders Inc., Seller, regarding property known as Lot _____, in or near the City of _____, County of _____, North Carolina, by reference hereto, is incorporated in and is a part of said contract, as follows:

- _____ 1. Closing Attorney to be MWH - Clayton. Keys will not be given to the buyers until funding and recording has taken place.
- _____ 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. It is the buyer's responsibility to confirm school assignment and any potential redistricting.
- _____ 4. JSJ Builder Inc. 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". All of the items that you can choose will be selected with an approved vendor of JSJ Builders, Inc.
- _____ 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.
- _____ 7. Any pricing (i.e., upgrades, fences, etc.) will be done directly through JSJ Builds, Inc. Pricing done in the field by a trade partner and/or field associate will not be honored.
- _____ 8. Buyers may not engage the Building 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 JSJ Builders, Inc.
- _____ 9. All upgrades, changes and additions must be submitted on a Change Order form prepared by your agent. If it is not in writing and paid for, no upgrades, changes or additions will be made.
- _____ 10. Buyer is to coordinate all available interior and exterior selections through vendors on list provided by builder's agent. Buyer will have 7 Days from the date of accepted contract for selections to have been made and/or make changes, upgrades or additions. A \$250 fee plus the cost per accepted change will apply after 30 days from the date of accepted contract. The

stage of construction at the time of contract will determine which changes the builder will accommodate.

- _____ 11. Upgrades, changes and additions must be paid for in advance and are non-refundable.
- _____ 12. Builder 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 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 the reasonably anticipate 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 fees i.e., extension of interest rate lock, etc., resulting in such delays of closing.
- _____ 13. In accordance with the Builder’s insurance company and NC State Law: a) Buyers understand and agree that they will not be on the job site between the hours of 6:00a.m. and 6:00 p.m. during weekdays unless accompanied by their agent. B) Buyers understand that they enter the job site at their own risk, even when accompanied by the builder or agent. C) Buyers enter the job site after ours at their own risk.
- _____ 14. The builder will conduct one home owner orientation at least one week before the closing date to review all JSJ warranty coverage and procedures, go over general information concerning the house, and allow the buyer(s) an opportunity to point out any items of concern. If the builder agrees to address the concerns, they will be added to the pre-closing orientation form. There will be a final meeting the day of closing to review the items corrected from the pre-closing orientation form. This final meeting is to review ONLY the items noted on the pre-closing orientation form. IF any new items are discovered that the builder agrees to address, closing will be pushed one week to allow for repairs.
- _____ 15. If buyer chooses to have a third-party home inspection, to include radon testing, the builder must be made aware. The home inspection must be completed with report provided to the builder prior to the home orientation along with a due diligence repair request.
- _____ 16. The buyer is responsible for having the utilities turned on in their name by the day of closing i.e., electric, water/sewer, gas. The builder will have all utilities scheduled for cutoff the day after closing.

Buyer Date JSJ Builders, Inc. Date

Buyer Date



Presale Policy and Procedures

Congratulations on the purchase of your new home built by JSJ Builders. We are looking forward to building your home and have outlined our policy and procedures for construction below:

Communication

- Communication is very important during construction, however, to be effective it must follow proper protocol. All questions need to be submitted through your Realtor who will then forward to Kevin Shortridge of JSJ builders. Kevin will then respond to both you and your Realtor. Please do not contact JSJ Builders directly.

Selections and Plan Review

- Plan review and selection meeting to happen within 2 weeks of contract. If meeting cannot be coordinated within 2 weeks, the proposed closing date will be adjusted accordingly.
- All possible upgrade inquiries need to be brought to the selection meeting. Once upgrades have been priced, buyer approval of the upgrade requests need to be made within 48 hours.
- Upgrades will need to be paid for no more than 5 days after pricing has been approved by the buyer directly to JSJ Builders.
- Some upgrades may not be priced if they are outside the scope of the normal speculative builds that JSJ Builders constructs.
- Any pricing requested and approved after the selection meeting will have a \$250 change order fee applied. **Apart from add-ons from the Framing Walk Through Form if applicable.

*For selection meetings with vendors outside of the JSJ Builders Selection Center:

- Meetings to be scheduled no sooner than 3 business days after the selection meeting so that the vendors involved have time to receive the red-lined plan, review plan notes and clarify any questions they may have before meeting with the buyer. Buyer's agent will be given list of vendor's contact information so needed meetings can be scheduled.
- All upgrades made with vendors outside of the JSJ Builders selection meeting are the responsibility of the buyer to pay to the vendor prior to install of upgrades or per the vendor's requirements. Exceptions will be discussed during selection meeting.
- If buyer chooses to purchase items not available through a JSJ Builders vendor, the items will need to be installed by the buyer after the home is closed at the buyer's expense. JSJ Builders will provide needed items to meet close requirements.

Construction

- Framing walk through to take place after framing is completed and before rough-ins begin. This meeting is very important and timely. JSJ Builders cannot delay construction, therefore please be available at the time requested.
- All onsite visits by the buyer during construction need to be scheduled through the buyer's Realtor

- No changes will be made in the field. All changes must be approved by JSJ Builders corporate office and need to be submitted through the proper channels. No verbal agreements will be honored.
- Delays in construction due to weather can and do happen. While JSJ Builders will make every effort to meet the contract closing date, acts of nature can cause delays. If this happens, the buyer will be notified.

Closing

- The closing date will not be given until after sheetrock completion. We will check progress and timeline at this point. Due to the possibility of a possible date change, we ask that your mortgage rate not be locked in until completion and close date can be confirmed by JSJ Builders.
- Punch list walk through and homeowner orientation will take place at least one week prior to the closing date.
- Final walk through to take place day of closing. We ask that morning closings are scheduled with enough time to travel from the final walk through to attorney's office.

Property Address

Buyer Printed Name

Buyer Signature *Date*

Buyer Printed Name

Buyer Signature *Date*

Kevin Shortridge

Seller Printed Name

Seller Signature *Date*