



BUILDER'S ADDENDUM TO CONTRACT

THIS ADDENDUM is made on this date _____ by and between _____, (hereinafter referred to as "Buyer") and On Top Building Company, LLC, (hereinafter referred to interchangeably either as "Seller" or as "On Top Building Company, LLC"). This Addendum amends and supersedes that certain contract dated _____ (hereinafter, the "Contract") between Buyer and Seller for that certain residential home to be constructed by Seller on behalf of Buyer _____, North Carolina (hereinafter referred to as the "Subject Property"). By and through their signature to this Addendum, Buyer understands and agrees that any and all contradictions and/or 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 and the parties hereto agree to amend the Contract as follows:

Buyer(s) shall initial each line:

1. ___ Buyer has received a copy of the restrictive covenants from his/her agent and acknowledges his/her responsibility to read them for compliance.
2. ___ It is the buyer's responsibility to confirm school assignment and any potential redistricting.
3. ___ All selections are made from our pre-chosen samples and vendors. We do not accommodate "vendor shopping". The option choices and color selections for your home are limited to those offered by On Top Building Company, LLC. You may not bring your own subcontractors to work on your home prior to closing.
4. ___ All pricing will be done directly through On Top Building Company, LLC. Pricing done in the field by a trade partner will not be honored.
5. ___ Builder's Contribution to Closing Costs: As outlined in the Offer to Purchase and Contract, Seller has agreed 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. 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 has been applied. The Buyer acknowledges that the seller will not be responsible for any capital contribution or similar fees relating to the homeowners' association or management company, including but not limited to document preparation, move-in/move-out fee, preparation of insurance documents, statement of unpaid assessments, and transfer fees. **Buyer agrees to use D R Wells closing attorney.**

Buyer(s) Initials _____

Sellers Initials _____

6. ___ 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. Do not base any decision to buy real estate from these images, renderings or illustrations. Buyer shall consult with the 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 reuse, sale, or dissemination of such Plans. Architectural/Construction plans will not be provided to the buyer for any reason.

8. ___ Builder 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. ___ 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/or the builder representative.

10. ___ All upgrades, changes and additions must be submitted on a signed Change Order form. If it is not in writing and paid for by advance cash deposit with On Top Building Co, LLC, no upgrades, changes or additions will be made. Upgrades, changes and additions must be paid in cash and by advance deposit with On Top Building Co, LLC. Any and all such deposits are non-refundable.

11. ___ Buyer to coordinate all available interior and exterior selections through the On Top Building Company, LLC Selections Center or other designated representative. Contact Special Effects 919-553-3773 (Britni) to coordinate selection appointments.. Buyer will have 14 days from the date of accepted contract for selections to be made and/or make changes, upgrades or additions. A \$250 change fee plus the cost per each available change will apply after 15 days from the date of the accepted contract. The stage of construction at the time of contract will determine which changes the builder will accommodate.

12. ___ Builder shall diligently pursue the construction of the House and shall complete construction as a "turnkey" 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 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 occupancy has been issued by the appropriate governmental authority having jurisdiction over the construction of the house. Builder is not responsible for any fees or expenses incurred by the buyer i.e., extension of interest rate lock, housing, moving fees etc. resulting in such delays of closing.

13. ___ Home Inspections: On Top Building Company, LLC will only recognize home inspections performed by a North Carolina Licensed Home Inspector. On Top Building Company, LLC to be notified prior to any home inspections to ensure that the home is ready prior to the home inspection being performed. On Top Building Company, LLC will not be held liable for any expenses incurred for home inspections. Inspection must be performed a minimum of 2 weeks prior to closing and any request for repairs submitted to On Top Building

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Company, LLC within 24 hours of receipt. Home Inspections are an expense of the buyer and are not considered a closing cost.

14. ___ In accordance with the requirements imposed by Builder's insurance company and as is otherwise provided by law: a) 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 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 hours at their own risk. Buyer shall fully indemnify and hold Seller harmless from any and all liability accrued by Buyer's presence on the Subject Property, including, but not limited to, from any and all injuries which Buyer might suffer or cause others to suffer while on the Subject Property.

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 if, in its reasonable discretion, Seller believes its construction costs to have substantially increased over and above prior quotes, Buyer unreasonably interferes in Seller's construction of the home, Buyer submits altered building plans which increase the square footage of the home (unless Buyer deposits the additional cash cost of the increase with Seller upon plan submission) or for any other reason in the Seller's reasonable discretion.

17. ___ Landscaping, Treated Wood, Concrete and Septics (where applicable) are not covered by any warranty.

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 builder 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. 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 prefinished wood or laminate (see the manufacturer's instructions for approved products). Do not wet mop a prefinished 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

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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: Natural Variation Between Components: Your cabinets will have variations from part to part including the wood grain pattern, finish texture, shading, and stain or paint color. 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 prefinished 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 within 48 hours after closing. After 48 hours the builder will disconnect all utilities.

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

Buyer's Signature

Sellers Signature

Buyer's Signature

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