



New Construction Addendum

Buyers: _____

Builder / Seller: Hardison Building Inc. _____

Property Address: _____

Date: _____

The Buyer acknowledges and agrees to the following:

1. Representations of Completed Construction: All photos on the website and MLS listings are of similar model houses. Drawings and floor plans are artist renderings only and are not to be considered 100% representative of the home to be constructed. The actual floor plans and the completed structure may vary from the photographs and the drawings shown. The buyer should investigate and determine the specific dimensions, materials and finishes to be used in the construction.
2. Representations of Specific Features: Due to owners' requested options, specification, and changes, and the use of multiple builders, items viewed in similar model homes may not be standard items in the Buyer's home. If the buyer wants specific features, that request should be communicated to the Builder / Seller via the Selling and Listing Agents. Further the Builder/ Seller reserves the right to make changes in architectural details to conform to his standards and standard specifications. The buyer should investigate which features and details will be included.
3. Builder / Seller Reservations: Builder/ Seller reserves the right to substitute, without notice to Buyer, materials or equipment of comparable quality and may make structural changes which are in accordance with the applicable building codes and may make such modifications in construction of the subject dwelling as elevation and location on the lot may warrant. Builder / Seller's opinion by site or job conditions, availability of materials and/ or of suitable energy sources for heating / cooling. Buyer acknowledges that the total square footage and individual room square footage on the specifications and plans are approximations only and may vary from house to house. Seller / Builder also reserves the right to make minor adjustments to property lines to meet setbacks, building separation and lot size requirements without compensation or approval from Buyer. Builder / Seller reserves the right to choose all vendors to include appliance vendors and fencing vendors unless otherwise specified in the Offer to Purchase.
4. Lenders Pre- Approval Letter and Due Diligence Date: Buyer shall provide Builder/ Seller, within 10 days of contract acceptance, a satisfactory lender's pre- approval letter including matters of credit. If a pre-approval letter, satisfactory to the Builder/ Seller is not provided within the 10-day period then Builder/ Seller may, in Builder/ Seller discretion, terminate this contract. The Due Diligence date specified in the Offer to Purchase for presales expires once the buyer accepts and signs the plot plan.
5. Buyers Authorization to Release Appraisal Information: Buyer authorizes the mortgage company to release a copy of the appraisal to the Builder/ Seller and. Or the Listing Agent without recourse.

6. Communication with the Builder/ Seller: All Buyer communications (requests, concerns, etc.) will be directed through the Selling Agent who will then contact the Listing Agent. Buyer acknowledges that any answers received from workers on the job site are not authorized by the Builder/ Seller and will not be acknowledged by the Builder/ Seller. If you make a request of the Builder/ Seller while on the job site, it is not considered accepted until the request is received in writing and is confirmed and agreed to by the Builder/ Seller via the Listing Agent.
7. Change Order: Any requested change orders (additions, deletions or upgrades) must be submitted to the Builder/ Seller in writing within five (5) days of Contract Execution for homes under construction or fourteen (14) days for homes not started (footings not poured) and if accepted, will be confirmed in writing. If the request is not made in writing, then the Change Order will not be made. Any change that results in additional expense for time and material must be paid for at the time the change is approved, any change that is not paid for in advance will not be made. Any money paid for change orders shall be non – refundable. Changes may be requested but cannot be guaranteed. Any change requested after fourteen (14) days following the effective date if accepted by the Builder/ Seller are subject to a \$ 500.00 non – refundable change order fee. * Plumbing changes are for presale contracts only and must be received at time of contract.
8. Selections: Once submitted, interior and exterior selections are final and cannot be changed or modified without Builder/ Seller approval.
9. Electrical Plan for Presale Only: If the purchaser would like input on the location of electrical outlets or lighting, they must submit their request within five (5) days of the effective date of the contract. This submission should be presented to the builder on a copy of the floor plan. If the purchasers request exceeds the standard electrical allowance the seller will provide a price quote to the buyer’s agent. If the quote is acceptable, both the buyer and seller will sign and date the electrical plan. The seller reserves the right to reject any electrical modification.
10. Job Site Visitation: To assure the flow of work and to comply with the Builder/ Sellers’ insurance policies that Buyer agrees that:
 - a. They will *not* visit the job site between 6:00 am and 6:00 pm on weekdays UNLESS accompanied by the Selling Agents, Listing Agents, Builder/ Sellers’ representative, or the Builder/ Seller.
 - b. Buyers understand that they enter the job site at their own risk.
 - c. Buyers may *not* engage tradesmen to make any changes (additions, deletions, or upgrades) to the house at any time.
 - d. Buyers may *not* make any alterations to or do any work on the house or lot while the home is under construction.
11. Landscaping: Seller is responsible for grading and seeding of yards to Building Code Standards as applicable and approved by the appropriate inspectors, using HUD or VA Guidelines. Upon sale, the Buyer will be responsible for continuing to nurture the growth of the lawn including but not limited to, reseeding, watering, fertilizing, repairing washouts, mowing arid and other maintenance required for healthy vegetative growth. The Buyer agrees that upon closing the Buyer will take responsibility for erosion control and drainage of the property. Buyer agrees to comply with the rules and regulations of the Division of Land Quality and acknowledges that failure to do so can result in the fines being levied upon the seller. Buyer agrees that as requested by the Developer the Buyer will, at the Buyer’s cost, comply with any requirement of the Division of Land Quality and pay any fine assessed against the Seller/ * Buyer further agrees to fill or add vegetation to the site in such a manner as to impede the flow of water along any drainage easement located upon the property.

12. Closing Date is Target Date for Completion: The closing date specified in the Offer to Purchase and Contract is a target date only. The actual closing date may be delayed for any number of reasons, including but not limited to, weather conditions, material availability, labor availability, changes requested by the Buyer and requirements of governmental agencies having jurisdiction over the property and construction. Builder/ Seller will use their best efforts to complete the construction and obtain a certificate of occupancy by the closing date. In the event of a delay in completion of the construction, the Buyer agrees neither the Builder/ Seller nor any real estate agent shall be liable for any additional cost incurred by the Buyer for loans, temporary lodging expenses, storage expenses or any other loss the Buyer may incur because of the delay in completion on construction.
13. Closing and Closing Attorney: Builder/ Seller will utilize Yow, Fox & Mannen for Closing. Buyer may choose their own attorney.
14. Substantial Completion: Buyer and Builder/ Seller agree that the construction will be deemed substantially complete upon the issuance of a Certificate of Occupancy.
15. Punch List Items: Buyer and Builder/ Seller acknowledge that when the structure is substantially complete there may remain items that need to be corrected or repaired. Builder/ Seller will complete any list of deficiencies on or before the date of closing. Builder walk-throughs will be held at 10 am two to three days prior to closing. In Buyer will endeavor to have deficiencies completed within 90 days of the closing. However, the Builder/ Seller will not be required to correct or repair any item requested by the Buyer that meets the standards set forth in the Residential Construction Performance Guidelines for Professional: Builder/ Sellers and Remodelers, most recently published by the National Association of Home Builders/ Sellers. If an item is not covered in the publication, the standard industry practice shall govern.
16. Parties: This addendum shall be binding upon and shall inure to the benefit of the parties. As used herein words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
17. Severability: If any term, covenants, condition or provision of this addendum or the application thereof to any person or circumstance, shall to any extent be held by a court of competent Jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Addendum, or the application thereof any person or circumstance, shall remain in full force and effect and shall in no way be affected impaired or invalidate thereby.
18. Survival: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
19. Entire Agreement: This addendum contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.
20. Applicable Law: This agreement shall be governed by the laws of the State of North Carolina.
21. Taxes and Fees: Notwithstanding anything in the Offer to Purchase and Contract to the contrary, Buyer shall pay at closing any state and county excise tax due upon recording of deed. Buyer shall also pay any fees charged by the owners association or management company in connection with the transfer of property to a new owner (including but not limited to any working capital contribution, new owner set up fee, transfer fee, demand

statement fee, statement delivery fees, statement of account, etc.) BUYER IS ADVISED TO NOTIFY LENDER IMMEDIATELY as these fees impact closing costs.

- 22. Except as amended herein, all other terms of the original Offer to Purchase shall remain the same.
- 23. Features and specifications list are for homes under construction only and are not applicable to completed homes.

*NOTICE: Any changes to floor plans, buyer incentives, features or specifications, or any other special conditions pertaining to this contract have been submitted with this Offer to Purchase. The seller accepts no responsibility for communications during the negotiation process, or items listed on the MLS unless stated in the Offer to Purchase.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

BUYER:

BUILDER/ SELLER:

_____ (seal)

By: _____

Name: _____

Name: _____

Title: _____

_____ (seal)

Name: _____