

BUILDERS ADDENDUM

(Carolina South Builders, Inc.)

1. Buyer agrees to be present at the final walk through (to be scheduled by Seller), during the last week prior to closing, between the hours of 10:00 am and 4:00 pm Monday through Thursday and between the hours of 10:00 through 2:00 on Friday. This visit is for the purpose of orienting the Buyer to their future home. Buyer will need to allow one hour for this walk through. Both the buyer and seller must agree upon punch list items.
2. Seller commits to use its best efforts to complete the dwelling by the date specified in Paragraph 18 of the Offer to Purchase and Contract. Provided, however, that the Seller shall not be liable for any failure or delay in completion of the dwelling which shall be caused by weather, fire, vandalism, material shortages, or other events or conditions and circumstances which are beyond the control of the Seller. In the event of a delay for the reasons set forth above, the time indicated for completion shall be extended by a reasonable period of time.
3. In the event that the Seller, through its normal source of supply, is unable to obtain the exact materials specified on the Plans and Specifications, Seller shall have the right to substitute materials of similar pattern or design and of substantially equivalent quality.
4. Seller reserves the right to make changes in the Plans and Specifications for the purpose of mechanical installations and building code requirements.
5. Seller reserves the right to remove such trees, as it deems reasonably necessary in order to construct the dwelling.
6. All repair and Warranty work will be performed by the seller in accordance with its customary Warranty policy in effect as of the date of closing.
7. When Seller has agreed to pay a portion of buyer's closing cost they will be paid up to the amount agreed upon on the Offer to Purchase Contract. This amount will only be credited to buyer if both preferred attorney and preferred lender is used. The sellers' portion for using the preferred attorney is \$1,000.00.
8. If the lender is not requiring that the property taxes be escrowed and included in the Buyer's monthly payment, then the closing attorney will collect from both the Buyer and seller their prorated share of the property taxes at the time of closing.
9. The preferred closing Attorney will be Mack Rice at Mack Rice PA Attorney at Law (phone 252-447-2300/ fax 252-447-2222). Buyer acknowledges that he/she has the right to choose his/her own attorney that Buyer is not required to use said attorney (However if Buyer elects to use a different attorney Buyer will not receive closing costs from Seller).
10. The preferred lenders will be Michelle M. Gregory with American Security Mortgage (252-247-7703) and Liz Nowell with Wells Fargo Home Mortgage (252-354- 5798). Lenders will contribute 1 % of the sales price towards closing cost in the form of a lender credit on the Settlement Statement. Buyer acknowledges that he/she has the right to choose his/her own lender that Buyer is not required to use said lender. However if Buyer elects to use a different lender Buyer will not receive lender credit.

11. Buyer acknowledges receipt of Restrictive Covenants for Heritage Farms Subdivision.

12. Any selection overages will be paid in advance by the Buyer at the time of selection and will be non-refundable.

Buyer

Date

Buyer

Date

Seller

Date