

## THE GABLES AT JACKSON

### **KREISER CONSTRUCTION ADDENDUM TO AGREEMENT OF SALE TO BE PART OF THE ORIGINAL SALES AGREEMENT**

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1. BUYER is aware and agrees that the settlement date designated on the sales agreement is contingent upon the following terms and conditions and that, at Kreiser's discretion, the construction process may not be completed until these terms and conditions are met:
  - A. BUYER must provide KREISER CONSTRUCTION with all necessary information pertinent to the construction of the house in regards to floor plans, modifications, or specific requirements they may have, and any options that are to be included.
  - B. All selection sheets relative to the house are to be entirely completed.
  - C. Any required deposit money needs to be paid to KREISER CONSTRUCTION.
2. BUYER is aware and agrees that the settlement date is contingent upon the terms of mortgage applications, written mortgage commitment, and the removal of any contingencies.
3. BUYER has received the New Construction (Limited) Warranty and, intending to be legally bound, accepts the terms and conditions of the Warranty.
4. This Addendum, the New Construction (Limited) Warranty and Declaration of Covenants and Easements are a part of the Agreement of Sale.
5. BUYER has reviewed the complete set of final plans in the sales office. BUYER is aware of and agrees to be bound by applicable items such as building set back lines, drainage easements, utility easements, clear sight triangle, landscape buffers, sidewalks, right of ways, etc., as shown on the plans that may pertain to the lot. BUYER has reviewed the general and stormwater notes on the plans.
6. BUYER agrees to pay for all tests, inspections, and insurance programs required by their mortgage company. The sale price does not include the cost for these items. If a separate release of liens from each individual subcontractor is required at settlement, a cost of \$200 will be charged to the BUYER for obtaining these releases.
7. The base price is not modified by discounts or incentive programs offered by KREISER CONSTRUCTION unless stated on the sales agreement.
8. It is KREISER CONSTRUCTION standard policy to require a nonrefundable deposit in the amount of \$2,000, plus ½ of the BUYER selected options and changes. The check and/or cash is to be payable to KREISER CONSTRUCTION. In some cases we may accept less or may require more. In the case of a Contingency Addendum (for the sale of

other property of Buyer), the deposit is only nonrefundable after the contingency is removed. If the BUYER requests any changes or options to the standard plans and specifications, they must be in writing and signed by the BUYER and KREISER CONSTRUCTION. If any such changes or options are accepted by KREISER CONSTRUCTION after the Sales Agreements are signed, payment to KREISER CONSTRUCTION will be paid in full before such work will be performed and shall be nonrefundable. BUYER is aware that cost for options and changes may be increased if requested after the Sales Agreements are signed.

9. If a BUYER wants to change from standard flooring, BUYER should contract with and pay the supplier directly. BUYER and the supplier are responsible for correct installation of those items.
10. BUYER hereby agrees that, if construction of said dwelling takes place during the time of the year that exterior items cannot be completed, settlement shall proceed as scheduled. No escrow of funds will occur, unless agreed by KREISER CONSTRUCTION. Any approved escrow may not exceed 1-1/2 times actual costs of the incomplete work. BUYER agrees that KREISER CONSTRUCTION is to receive any escrow funds when the work is completed.
11. BUYER agrees that no one is allowed to do any work on the house without KREISER CONSTRUCTION's permission. Keys to the home will not be given to the BUYER until after settlement. BUYER may visit the jobsite only with a KREISER CONSTRUCTION representative or their sales agent. Due to the risks inherent on a construction site, BUYER agrees to assume full responsibility for themselves and anyone they take to the jobsite. BUYER releases and discharges KREISER CONSTRUCTION from any negligence relating to injuries that occur at the site before settlement. KREISER CONSTRUCTION reserves the right to show prospective BUYERS any home prior to settlement.
12. BUYER may not inhabit or move personal belongings into their future property until after settlement has taken place. Exceptions will require additional deposit money, contracts, and insurance policies from the BUYER, and are at the sole discretion of KREISER CONSTRUCTION.
13. BUYER and/or the settlement company of their choosing shall provide KREISER CONSTRUCTION with a written list of all required paperwork, necessary to conduct settlement, no later than 15 days prior to settlement. Settlement shall occur in the county in which the property is located. It shall be scheduled during regular business hours. If BUYER fails to close on the home by the settlement date, KREISER CONSTRUCTION may extend settlement at its sole discretion. BUYERS shall be required to pre-pay .05% of the sales price for every day settlement is extended.
14. At settlement, KREISER CONSTRUCTION's closing costs will be limited to 1% transfer tax, recording fees, final water and sewer, release of mortgage, any pro rated taxes, notary fee for seller's affidavit and a tax certification fee. KREISER

CONSTRUCTION is not responsible for any bank fees that may be charged by the lending institution.

15. KREISER CONSTRUCTION is not responsible for delays in the completion of the work caused by circumstances beyond its control. Such causes shall include, but are not limited to, acts or omissions of the BUYERS or separate contractors retained by them, government intervention for reasons unrelated to the performance of KREISER CONSTRUCTION, unanticipated site conditions, unusual weather conditions, fire, transportation delays, labor disputes, data system failures, the unavailability of supplies and raw materials and any other circumstances or contingencies which prevent or hinder the completion of work by KREISER CONSTRUCTION. KREISER CONSTRUCTION shall have no liability or responsibility for delays beyond its control.
16. KREISER CONSTRUCTION's duty to proceed with construction is conditioned on KREISER CONSTRUCTION's ability to secure all necessary permits and government authorizations to proceed with the work.
17. BUYER shall not be entitled to assert any claims for work beyond or different from the plans or specifications unless documented by a writing signed by KREISER CONSTRUCTION.
18. The height of the dwelling, relative to grade, will be at the discretion of KREISER CONSTRUCTION.
19. Buyer understands that one (1) street tree will be planted on most single family and some townhome lots. The time, size, species and placement of the tree shall be uniform with development and at the discretion of KREISER CONSTRUCTION. If a street tree is not planted before settlement, Buyer hereby gives KREISER CONSTRUCTION permission to come back on property after settlement to plant the street tree. BUYER understands that the street tree cannot be removed and BUYER is responsible to replace it, if necessary.
20. Buyer, in consideration of the execution of the construction and/or sales agreement by KREISER CONSTRUCTION, agrees that KREISER CONSTRUCTION will not be responsible for the existence of mold in Buyers' home or for any damages caused by mold, including damage or impairment of the structure itself, property damage to other property, personal injury or other losses or claims of any kind. Buyer releases and discharges KREISER CONSTRUCTION from any and all causes of action relating to or arising out of the development of mold at the property, whether before or after Closing.
21. The terms of this Addendum shall survive closing.
22. The Agreement and this Addendum, together with any other documents executed by the parties in conjunction with them, constitutes the entire agreement between the parties. Any oral discussions or representations between the parties are excluded.

23. IF THERE IS A CONFLICT BETWEEN THIS KREISER CONSTRUCTION  
ADDENDUM AND ANY OTHER AGREEMENT OR DOCUMENTS, THIS  
ADDENDUM CONTROLS OVER THE OTHER AGREEMENT OR DOCUMENTS.

BUYERS have read and understand, and agree to the following terms and conditions listed  
herein.

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Witness

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BUYER

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Date

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Witness

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BUYER

\_\_\_\_\_  
Date