

Kreiser Construction Addendum to Agreement of Sale For Wheatland Manor Subdivision

1. To enable Builder to start and complete the house by the agreed upon settlement date of _____, which is contingent upon the following conditions, Buyer must provide Builder with all necessary information pertinent to the construction of the house, including: final plan approval, any modifications or specific requirements they may have, any optional items to be included, and all selection sheets completed, by the date of _____.
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 and all required deposit money paid to seller.
3. Kreiser Construction will not be responsible for delays in the completion of the work caused by circumstances beyond its control. Such causes shall include, but are not limited to, unanticipated site conditions, unusual weather conditions, fire, transportation delays, labor disputes, data system failures, the unavailability of supplies and raw materials or any other circumstances or contingencies which prevent or hinder completion of the work by Kreiser Construction. In addition, should construction be interrupted due to changes in the work, acts or omissions of the owner or separate contractors employed by the owner, government intervention or ordered stoppage of the work for reasons unrelated to the performance of Kreiser Construction. Kreiser Construction shall have no liability or responsibility for the delay occasioned by those events.
4. Buyer is aware of "Kreiser Construction" Limited warranty and agree with the terms and clauses on such warranty. The builder's addendum, builder's warranty and deed restrictions are part of the agreement of sale.
5. Buyer is aware of applicable items such as building set back lines, stormwater management easements, utility easements, access easements, wetlands, floodplain, right of ways, etc. that may pertain to the lot, and agree to abide by all regulations pertaining to these items.
6. The base price is not affected by discounts or incentive programs offered by seller unless stated on the sales agreement.
7. It is Kreiser Construction standard policy to require a nonrefundable deposit in the amount of \$1,000.00 for Townhomes and \$2,000.00 for Single family homes, plus ½ of Buyers 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 sale of property contingency, the deposit is only nonrefundable after the sale of property contingency is removed. If the buyer requests any changes or options to the standard plans and specifications they shall be in writing and signed by the buyer and seller. If any such changes or options are not included in the agreement of sale, but are to be paid for by the buyer, payment to Kreiser Construction will be made before such work will be done, and shall be nonrefundable. Buyer is aware that cost for options and changes may be increased if requested after the sales agreement is signed, depending on the stage of construction at the time of the request.
8. If a buyer wants to change flooring, they should pay the supplier directly. The buyer and supplier are responsible for correct installation of any changes. These items can be included on the contract, but the cost to the buyer may be higher.

Buyer hereby agrees that if construction of said dwelling takes place during the time of the year that the exterior cannot be completed, funds may be escrowed with a third party and settlement shall proceed as scheduled. Seller/builder does agree to escrow such funds as may be reasonably required, but not to exceed 1 1/2 times actual costs of the incomplete work. Buyer hereby agrees that builder/seller is to receive any escrow funds within 30 days of completion.

10. Buyer is aware that no one is allowed to do any work on the house without the builders permission, keys to the home are not given to the buyer until 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. Builder reserves the right to show prospective buyers any home prior to settlement.
11. Buyer is aware that it is Kreiser Construction policy that 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 the Builder.
12. Buyer or buyers agent shall provide Kreiser Construction with the name of the settlement company and a written list of all required paperwork necessary for settlement no later than 15 (fifteen) days prior to settlement. PLEASE NOTE: Kreiser Construction will only pay for the following at settlement: 1% transfer tax, recording fees of release of mortgage, final water and sewer, any prorated taxes, and a tax certification fee. Seller will not pay any lender fees, including but not limited to: underwriting fees, document prep fees, commitment fees, flood certification, tax service fees, inspection/reinspection fees, termite certification or termite treatment on any type of loan whether it be conventional, FHA, VA, or Farm Home/Rural Housing. If seller/builder agrees to pay for a portion of buyers closing costs, then any fees charged by the lender to the seller, shall be a part of and included within the said amount of closing costs buyer and seller agreed to pay. Any lender fees are NOT in addition to the agreed upon amount. Buyer agrees to pay for all tests, inspections, and insurance programs, required by their mortgage company, as 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 time - A cost of \$200.00 will be charged to the buyer for obtaining these releases.
13. Buyer understands that (1) shade tree will be planted on most single family and some townhome lots. The time, size and placement of the tree shall be uniform with development and at the discretion of the Builder. If a shade tree is not planted before settlement, Buyer hereby gives Builder permission to come back on property after settlement to plant shade tree.
14. **BUYER AGREES THAT IF THERE IS A CONFLICT BETWEEN THIS KREISER CONSTRUCTION ADDENDUM AND ANY OTHER AGREEMENT OR DOCUMENTS THAT THIS ADDENDUM HAS AUTHORITY OVER THE OTHER AGREEMENT OR DOCUMENTS.**

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

Witness: _____	Buyer _____	Date _____
Witness: _____	Buyer _____	Date _____
Witness: _____	Seller _____	Date _____

03/31/2003