

Home South Communities, LLC

Addendum "A" to Purchase Agreement

Date: _____ / Lot #: _____

Subdivision: _____

ADDRESS: _____

DEPOSIT: \$ _____ deposit to seller, Home South Communities, is required at Purchase Agreement signing. This deposit shall not be considered as earnest money.

Buyer(s) initials _____

UPGRADES: All upgrades are chosen and paid for at Purchase Agreement signing. These upgrades are non-refundable.

Check # _____ Amount \$ _____

SELECTION PROCESS: Buyer shall make selections within 7 days of Purchase Agreement on PRE-SALE homes. On available homes, Buyer shall make any selections that have not been either ordered or installed within 3 days of Purchase Agreement. If selections on the available home are not made within 3 days of executed Purchase Agreement, Builder shall install/use predetermined selections. Buyer's failure to timely make selections shall be considered default and Builder may, in addition to the other remedies provided by law or herein, in its sole discretion, terminate the Purchase Agreement and/or collect a reasonable fee from Buyer for delay. **TIME IS OF THE ESSENCE.**

Buyer(s) initials _____ Buyers Agent initials _____

FOR YOUR SAFETY – Builder's Insurance Company states that during all stages of construction that you **DO NOT** walk through the house without the BUILDER'S REPRESENTATIVE present. Home South Communities shall not be held liable should you be injured on the property during the construction or if the house is vacant and, to the maximum extent allowed by law without penalty of any kind, Buyer agrees to indemnify and hold harmless Builder in the event any claim, demand, suit, right or cause of action is brought, by any person, firm or corporation arising out of the Purchase Agreement or the construction. Buyer shall, to the fullest extent provided by law, indemnify and hold harmless the Builder or from any claim, liability, or costs (including reasonable attorney's fees and costs of defense) for any and all damages, economic loss, property damage, bodily injury, mental anguish, and/or any other loss to Buyer, guests, or others arising or allegedly arising from the construction and/or under the Purchase Agreement.

An appointment may be made with the builder's representative before sheetrock is installed to address any questions and/or concerns. Any questions regarding the construction process should be asked of your agent and given to the listing agent in writing. Violation of this may result in the automatic cancellation of contract and forfeiture of deposit and any upgrade monies.

Buyer(s) initials _____

INSPECTION PERIOD: Should buyer choose to hire a professional home inspector, listing agent shall notify selling agent in writing that home is complete (utilities turned on) and ready for inspection. Because inspectors are sharing their opinions throughout the report, which are subjective, the seller will only consider those things on the report that are on the summary report. All homes are built per building code. If any item recommended by the inspector violates builder code, industry standards, or manufacturer's recommended installation, the builder is not obligated to address that recommendation. Seller will require up to a three (3) week timeframe to complete home inspection list. Contract shall automatically renew an additional fourteen (14) days if necessary.

Buyer(s) initials _____

WALK-THROUGH SCHEDULING: If buyer chooses not to hire a home inspector, listing agent will notify selling agent in writing that home is complete, utilities are connected, and subcontractors have completed their systems checks. Seller will require up to a two (2) week timeframe to complete walk through list items. Contract shall automatically renew an additional seven (7) days if necessary.

WALK-THROUGH LIST: Any item on the executed Walk-Through List that does not fail to meet the Construction Standards shall not obligate Seller to address that item. Buyer acknowledges that Seller will make reasonable efforts to address all items specified in the Walk-Through List that fail to comply with the Construction Standards on a timely basis as soon as reasonably possible and prior to closing. Buyer shall revisit the home prior to closing to verify that all items set forth on the Walk-Through List and agreed to be addressed by the Seller have been completed.

Any item not listed on the Walk-Through List will be deemed accepted and will have no effect on closing or any payment due to Builder and are thereafter subject only to the Builder's warranty.

Buyer(s) initials _____

SUBCONTRACTORS: Home South Communities will not allow you to use your own subcontractors for any work done on the home prior to the Act of Sale.

Neither buyer nor buyers' agent may contact, request changes from, or request upgrades from builders' subcontractors.

Buyer(s) initials _____

LANDSCAPING: Landscaping includes final grading for proper drainage, shrubs, trees, and sod. Final grading, sod, trees, and shrubs are not warrantable items after the act of sale. Seller is not responsible for settling of the yard after closing due to installation of underground utilities.

Buyer(s) initials _____

UTILITIES: Seller shall cause all utility services to be operational. Buyer shall pay all costs and deposits required by utility service companies to have service turned on in the buyer's name. It shall be buyer's sole responsibility, and at buyer's expense, to transfer all utility services to the home upon closing. All utility servicing shall be disconnected from seller's account within 3 business days after closing, without prior notice to buyer.

Buyer(s) initials _____

CHANGES: There are no changes to original design of floor plan. Buyer and Builder further agree that any requested upgrades to the home will be in writing and agreed upon by both the Buyer and the Builder. Buyer shall be responsible for payment of all upgrades. The Buyer agrees to make requests concerning any changes, additions or alterations in the work to the Builder's listing agent alone, and the Buyer agrees not to issue any instructions to, or otherwise negotiate for additional work with the Builder's subcontractors. Buyer further understands and agrees that Builder is neither responsible nor liable for any costs arising from communication and/or miscommunication of the Buyer's instructions to employees, subcontractors, agents, representatives, and the like. Builder reserves the right to refuse to implement any changes as requested by the Buyer. Any construction loan account and/or mortgage may not be used to pay for changes. Any Buyer may sign any change order on his or her own behalf and on behalf of the other, and the signature shall be binding on all Buyers. All overages will be added to the recorded sale.

ASSOCIATION DUES: Year _____ Annual Dues are currently \$_____ and will be pro-rated at Act of Sale.

TAXES: Taxes for the year the sale is closed shall be prorated. All necessary tax, mortgage and release certificates and cancellations shall be paid for by the Builder.

OCCUPANCY: Occupancy to be given at Act of Sale provided has been paid in full including all Change Orders and upgrades.

DEFAULT: Notwithstanding any contrary provision in the Purchase Agreement, in the event of Buyer default, Builder shall have the right to sue for specific performance and/or damages. A defaulting buyer under this agreement shall also be liable for all attorney's fees and other costs incurred in the enforcement of any and all of Builder's rights under this agreement. Builder shall be entitled to terminate this Purchase Agreement without penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

OTHER CONDITIONS: Should builder be paying any dollar amount towards purchasers closing cost then purchaser agrees to allow mortgage lender to order the appraisal "subject to" in order to keep production on schedule. No PODS, Moving Trucks, or any other forms of purchasers storage to be allowed at the house you are purchasing until after closing and surviving closing should your moving service crack the driveway Home South Communities to be held harmless and will be between you and your moving service including your personal rental trucks. Over the garage is only area approved for attic storage. Storing items above any of the rooms in the attic could void your warranty. HOA reserve in the amount of \$ _____ to be collected from purchaser at closing. HOA dues in the amount of \$ _____ to be prorated at closing for the calendar year, and shall be \$ _____ on January 1 of the following calendar year unless otherwise amended.

BUILDER WARRANTY: Buyer acknowledges and agrees that the residence is purchased "as built" regardless of and not as specified in the plans or specifications for the residence. In addition, the Home to be built pursuant to this Agreement will be built will comply with the building code that is in effect at the time this agreement is signed. Any changes to the Purchase Agreement Documents required as a result of any changes in applicable codes shall be the responsibility of the Buyer. Builder's warranty to Buyer is exclusively as specified in the "New Home Warranty Act" (L.R.S. 9:3141et seq) and Buyer waives any and all other remedies and/or causes of action, including, but not limited to, claims for non-pecuniary damages, breach of Contract and negligence, against Builder once the home is occupied and/or and Act of Sale is executed. In addition to the exclusions contained within the New Home Warranty Act, Buyer further waives any claim against Builder for any loss or damage, including, but not limited to, bodily injury or mental anguish caused by soil conditions or soil movement, including (but not limited to) cracks in concrete, mortar, bricks or tile, and/or damage to plumbing. Builder's quality standards to be determined by the Residential Construction Performance Guidelines, 1996 NAHB. In the event such item is not covered by said guidelines then "industry standards" are to govern. Builder's warranty shall also exclude any loss or damage to a home, bodily injury or mental anguish caused by: (a) Any "fungus(es)" or "spore(s)", or (b) Any substance, vapor or gas produced by or arising out of any "fungus(es)" or "spore(s)", or (c) Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a median for any "fungus(es)" or "spore(s)". "Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom, or mildew. "Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)".

Any testing or research as to chemical, organic or physical composition shall be the sole responsibility of Buyer/Buyer. Buyer agrees that Builder shall perform no testing or research on any building material incorporated into construction and that Builder shall have no responsibility for and Buyer hereby waives any claim for the chemical, physical or organic composition of any building material and/or any chemical reaction, metabolic activity or bacterial metabolism relative to same. Any testing or research as to chemical, organic or physical composition shall be the sole responsibility of Buyer.

Additionally, Builder transfers all transferable vendor supplied warranties. Buyer agrees that Builder shall perform no testing or research on any building material incorporated into construction and that Builder shall have no responsibility for and Buyer hereby waives any claim against Builder for the chemical, physical or organic composition of any building material and/or any chemical reaction, metabolic activity or bacterial metabolism relative to same. By signing below, the Buyer acknowledges receipt of "New Home Warranty Act".

NO IMPLIED WARRANTIES: The Buyer acknowledges that the Builder has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of the Builder) that are not included in the Purchase Agreement documents.

_____/_____
(Buyer's initials)

SIGNAGE. Until the Buyer takes legal title to the property, the Buyer agrees that the Builder shall have the right to place signs on or about the property and to show the residence to other prospective Buyers and customers.

MISC.: This Agreement will be construed, interpreted, and applied according to the law of the State of Louisiana.

Any errors, omission, and/or ambiguities with regard to the meaning of terms and/or conditions herein stated shall not be construed against the maker of this document. In the event of any conflict with the original purchase agreement, this addendum shall prevail and govern.

Buyer agrees not to perform any work at the Home until after final act of sale.

All agreements and stipulations herein contained, and all obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. This Agreement shall not be assigned without the written consent of all parties

If any provision of this Purchase Agreement is held to be illegal, invalid or unenforceable, the remainder of this Purchase Agreement will be enforceable to the maximum extent allowed by law.

Buyer hereby authorizes Builder to request credit reports on Buyer from any credit reporting agencies in order to verify credit.

Buyer acknowledges receipt of a copy of the Louisiana New Home Warranty Act, La. R.S. 9:3141, et seq.

ADDENDUM: This addendum is to be made part of the Purchase Agreement and should any dispute arise between Home South Communities, LLC and buyer then the terms set forth in this addendum to take precedence.

** Seller to contribute \$4,000 towards closing costs when using seller’s preferred Lender and Title Company. Seller to contribute \$3,000 towards closing costs when using seller’s preferred Title Company.

BY SIGNING BELOW, BUYER(S) ACKNOWLEDGE THEY ACCEPT ADDENDUM “A”

Buyer: _____

Seller: Home South Communities, LLC

Buyer: _____

By: _____

Date: _____

Date: _____

Buyer Agent: _____

Date: _____