

Real Estate General Ltd.
MHRB No. 151
New Construction Addendum



Special Provision attached to and hereby a part thereof, the contract dated

on Lot _____ Block _____ Subdivision _____

located at _____

and (Sellers) _____

said contract is hereby amended as follows: _____

1) **CONSTRUCTION-** If seller shall be delayed, hindered in, or prevented from the performance of any act required hereunder, or completion of the Dwelling by reason of weather, strikes, lockout, labor troubles, inability to produce or procure material, unavailability of labor or materials from Seller's regular sources of supply, failure or unavailability of adequate and immediate water, sewer, electric, gas, telephone or any utility service, acts of God, fire or other casualty, government moratoria, restrictions, regulation or controls, inability to obtain building or other necessary permits, failure of Seller's vendors to convey title to the Lot or perform the development work, failure of any contractor or subcontractor or material supplier to timely install utilities or perform other work or supply any materials, or other conditions or reasons similar to those enumerated, then Seller shall have the right to postpone the settlement date for a period not to exceed 120 days from the original settlement date. If the Dwelling is not substantially completed by such postponed settlement date because of any circumstances beyond the Seller's control, Seller will refund to Purchaser all deposit monies paid hereunder, and each party shall thereafter be discharged of any liability to the other. In no event will real estate brokers and agents be liable for any damages suffered by Purchaser as a consequence of Seller's delay in completion of the Dwelling.

(a) The dwelling shall be constructed in accordance with all codes in effect at the time of construction. Set forth below are all performance standards or guidelines seller shall comply with in the construction of the dwelling and that shall prevail in the performance of this contract and any arbitration or adjudication of a claim arising from this contract:

The performance standards or guidelines referenced above shall be:

(I) The performance standards or guidelines adopted at the time of this contract by the National Association of Home Builders;

(II) Any performance standards or guidelines adopted by seller and incorporated into this contract that are equal to or more stringent than the performance standards or guidelines adopted at the time of this contract by the National Association of Home Builders; or

(III) Any performance standards or guidelines adopted at the time of this contract by a county or municipal corporation that are equal to or more stringent than the performance standards or guidelines adopted at the time of this contract by the National Association of Home Builders.

(b) After the original grading and seeding or sodding of the lot by the Seller and the assumption of possession by Buyer, Buyer shall have the sole responsibility to maintain the grounds against erosion, settlement and other like problems. Lot grades, lot area, options, facades, shrubs, house layouts, location of walks, driveways, personal property, fences, furniture, wallpaper, patios, recreational facilities, landscaping and other items in or about any model house and model house area shown to Buyer are for display purposes only and are not included in the purchase price unless otherwise expressly provided herein.

(c) Seller reserves the absolute right to substitute materials that are substantially equivalent to those in the plans and specifications and to make reasonable variations in elevation of streets and foundations, exact location of the house on the lot and the grade, size, landscape and dimensions of the lot. Seller may remove such trees from the lot as deemed necessary to construct the home, and Seller shall not be responsible for any damage to or destruction of remaining trees during or resulting from the process of construction. The house to be erected hereunder may not necessarily conform to the model house area.

2) **SETTLEMENT**-The Seller will use reasonable efforts to substantially complete the construction of the Dwelling by date of settlement. The Seller will give the Purchaser not less than seven (7) days prior notice of the date, time and place of settlement, in the event that on the scheduled settlement date the Dwelling is habitable, but there are punch items that need to be corrected, or the landscaping of exterior painting is not complete, settlement nevertheless will be held as scheduled, in which event the Seller will correct the punch list items and will complete the landscaping and exterior painting within a reasonable time. In any event the Dwelling will be deemed to have been substantially completed for purposes of settlement on the date the appropriate governmental authority issues a certificate of use and occupancy. The Buyer has the right to select the settlement attorney or company for settlement, UNLESS THE SELLER IS PAYING ANY PORTION OF THE BUYER'S SETTLEMENT COST. Settlement shall be held at the offices of Freestate Title Service of Annapolis.

3) **SELECTIONS** - The Purchaser agrees to select optional colors made available to Seller, within 30 days of this contract. Unless otherwise chosen by the Seller, such selections must be made from colors, grades, manufacturers, and samples made available by Seller. Purchaser acknowledges the obligation to deliver such selections to Seller within such time period and further expressly agrees that if the selections shall not be so delivered to Seller, Seller shall use its discretion for such selection and Purchaser shall be bound by same.

4) **EXTRA WORK** - In the event that Purchaser desires extra work in the dwelling being sold herein, it shall be done only by the agreement of Seller after having received written authorization from Purchaser as to the work to be done, and on the conditions set forth in said authorization, and the Purchasers agreed to the cost of said extra work and shall have paid such sum prior to the work being done. All prepaid extras are non-refundable if Contract becomes null and void due to the Purchaser's inability to obtain financing as set forth herein. Seller does not pay a Real Estate Commission on extras.

5) **LANDSCAPING** - The seller may remove any trees now on the Lot which, in the Seller's sole discretion, should be removed to permit construction of the Dwelling or the landscaping or grading of the Lot. The Purchaser acknowledges that wooded areas, if any, located on the Lot will not be seeded or sodded by the Seller, and that the Seller will not be responsible for damage to or loss of any trees or scrubs located on the property either existing or installed by the Seller. After the original grading and seeding of the Lot by the Seller and the assumption of possession by the Purchasers, the latter shall have the sole responsibility to maintain the grounds against erosion, settlement, and other like problems. Only disturbed areas will be seeded by Seller.

6) **WARRANTY** - Seller warrants that the improvements will be constructed in a workmanlike manner, according to sound engineering standards, free from faulty materials and fit for habitation. Seller will provide a unconditional one year home warranty. Seller does not guarantee maintenance of landscaping, or that trees planted or existing on he Lot will live, or assume liability for removal of trees that die. Purchasers agree that there have been no representations to be construed, the use that can be made of the premises, or anything concerning the same other than what is included in the Contract; and Purchaser has relied only upon the representations and warranties contained in this written contract.

7) **SAFETY REGULATIONS** - Due To Federal (OSHA) and State (MOSHA) safety regulations and Insurance liability considerations, the homeowner will not be allowed on the construction site during construction unless escorted by their sales representative. Once locks are installed on all exterior doors, keys will not be given to the homeowner until the home is completed and settlement has taken place.

8) **INSPECTION BEFORE SETTLEMENT** - In accordance with procedures to be specified by Seller, Buyer and Seller shall inspect the premises and improvements prior to settlement and shall prepare a written pre-settlement inspection report itemizing any and all incomplete work or defects to be corrected by Seller. The existence of any incomplete work or defects shall not delay the time of settlement nor postpone Buyer's obligation hereunder, so long as an occupancy permit for the premises has been issued by the appropriate governmental authorities. Buyer acknowledges that such items as landscaping, exterior concrete, driveways, final grading, drywall finish imperfections and exterior painting may not be able to be completed by time set for closing due to subcontractor availability or weather conditions and that the inability to complete such items or similar items shall not relieve Buyer from Buyer's responsibility to close in accordance with the terms of this contract. Seller shall acknowledge Seller's responsibility to complete such items by signing the pre-settlement walkthrough sheet and by agreeing to complete such items as soon as weather conditions and subcontractor and material availability permit.

9) **POSSESSION** - Date of completion of the Property shall be the date of issuance of Use and Occupany permit by the appropriate county agency. Buyer may not store any possessions in or about the dwelling unit or the construction site prior to the settlement and delivery of possession to Buyer hereunder. In the event

Buyer does enter the Property for any reason prior to the time of settlement, Buyer acknowledges that Buyer does so AT BUYER'S OWN RISK. Occupancy hereunder shall be given to Buyer immediately after settlement. There shall be no occupancy granted until such time as settlement has been completed and all payments and draws owed to Seller have been paid in full. Notwithstanding Buyer's right of occupancy as aforesaid, Seller shall have the right to enter upon the Property of Buyer during normal business hours after settlement for the purpose of completing work specified in the pre-settlement inspection report.

10) **CLOSING COSTS** - Seller does not pay real estate commissions on closing cost help. Closing costs help shall go towards allowable closing costs inclusive of points, all transfer taxes, pre-paids, all certifications, miscellaneous charges, and all lender fees. All Docs and Transfers are paid by the Buyer. Seller is responsible for obtaining termite certification and house location survey. Buyer will reimburse Seller at settlement for the cost of survey and the termite treatment and certification. VA Buyers are exempt from the the cost of termite certifications.

11) **WATER CERTIFICATION** - Although Real Estate General Ltd. does provide a "safe" water certification at settlement, it does not make any representations with respect to water quality, color, or taste. Purchasers are advised to contact a water conditioning company for further information regarding quality of your well water.

12) **Real Estate General Ltd is not responsible if your rate lock expires before completion of the house. It is recommended that you do not lock your rate in until receiving notice from Real Estate General Ltd.**

13) **NOTICE TO BUYER:** Seller makes no representation, expressed or implied, regarding the current or future use of land near, contiguous, adjoining or adjacent of Property, including but not limited to, future existence of trees and vegetation, density of development, location of adjoining homes, wetlands or future development of roads. All near, contiguous, adjoining and adjacent parcels may be used for any lawful purpose as provided by local and state zoning regulations.

14) **COLOR SELECTION:** Buyer has the option of selection specified colors and/or styles, provided such selections have not already been made in the course of construction. Such selections are to be made from samples supplied by Seller, Buyer acknowledges that if such selections are not made within Three (3) days of written notice, Seller shall use Seller's best discretion for such selection, and Buyer shall be bound by same.

15) **CHANGE ORDERS:** There shall be no changes or modifications in the construction of the house sold hereunder either by extras or deletions, unless set forth in a written change order addendum executed by Buyer and Seller. The price of all such extras shall be reached by mutual consent between Buyer and Seller and paid for at the time Seller accepts the change order by execution thereof. Should Buyer cancel or default hereunder for any reason, all monies paid by Buyer for change order extras will remain the property of Seller. No changes will be accepted that will delay delivery for settlement without the written approval of both Buyer and Seller. All costs associated with changes by Buyer that result in production delays shall be the responsibility of Buyer.

16) **UTILITIES:** Buyer shall be responsible for all utilities such as telephone, electric, gas and water commencion on the date of settlement. It shall be Buyer's sole responsibility to contact the local utility companies and ensure all services are transferred from the temporary service provided to Seller to a permanent service effective the date of settlement. Buyer shall be liable for all charges incurred after the date of settlement. Seller shall be responsible for the utility connection and installation, from the street connection to the closest corner of the house. Should Buyer desire to have the utilities and meters located to another place, Buyr accepts responsibility for payment of all additional utility installation charges from the closest corner of the foundation to the new location.

17) **ADDITIONAL COSTS** - The Buyers will be responsible for additional costs including but not limited to the following: Propane tank installation and fuel, shipping costs on appliances ordered by Buyer. Buyer's upgrades as ordered by Buyer.

Purchaser _____

Seller _____

Purchaser _____

Seller _____

Date _____

Date _____

Real Estate General Ltd.

MHRB No. 151



Maryland Home Builder Registration Act Addendum

Special Provision attached to and hereby a part thereof, the contract dated

on Lot _____ Block _____ Subdivision _____

located at _____

between (Purchasers) _____

and (Sellers) _____

said contract is hereby amended as follows:

Buyer is hereby informed That Real Estate General Ltd. is a registered builder with the Maryland Home Builder Registration Act, Consumer Protection Division, Office of the Attorney General, State of Maryland. This program adopts a set of residential performance guidelines beneficial to new home buyers, and builders, because they serve as a credible reference for determining acceptable guidelines for the work builders do for new home buyers. As a participant in this program, the builder affirms the following:

- 1) The house being built or to be built, shall be constructed in accordance with all applicable building codes in effect at the time of construction.**
- 2) The builder shall comply with the "Residential Construction Performance Guidelines, 2nd Edition, published by the National Association of Home Builders, in the construction of this house.**
- 3) The NAHB Guidelines and Performance Standards shall prevail in the performance of the contract and any arbitration or adjudication of a claim arising from the contract.**
- 4) The performance standards or guidelines of this subsection shall be any performance standards or guidelines adopted by the home builder that are equal to or more stringent than the performance standards adopted at the time of the contract by the National Association of Home Builders.**
- 5) The purchaser has a right to receive a consumer informational pamphlet as provided under the Maryland Home Builder Registration Act, by the Consumer Protection Division.**
- 6) A Copy of the NAHB Residential Construction Performance Guidelines, 2nd Edition is available for purchase from the Home Builders Association of Maryland for \$40 each. Contact them at 410-265-7400 or write HBAM, 1502 Woodlawn Dr., Baltimore, MD 21207.**

Purchaser _____ Seller _____

Purchaser _____ Seller _____

Date _____ Date _____

Builder Requirements

- 1) Contract of sale to include deposit of \$5,000 made payable to Freestate Title.
- 2) All Contracts must include a pre-approval or pre-qualification letter from a local lender.
Internet and out of state lenders will not be considered.
- 3) All contracts shall be written on the MAR Residential Contract of Sale, and shall include the following addendums provided by the builder: New Construction Addendum, Builder's Home Warranty Addendum and the Maryland Home Builder Registration Act Addendum.
- 4) Seller (James Robinson) is a licensed Real Estate Broker with Real Estate General Ltd.
- 5) The property is subject to a assessment which purports to cover the cost of installing the wastewater f facilities constructed by the developer. The assessment is \$395.00 payable annually to MR Utilities, for 33 years.
- 6) All settlements will be held with builder's specified title company, Freestate Title Services of Annapolis.

Real Estate General, Ltd.

2137 Defense Highway - Crofton, MD 21114

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

DISCLOSURE ADDENDUM TO CONTRACT OF SALE

This Disclosure Addendum to Contract of Sale is made this _____ day of _____, 20__ by and between Real Estate General, Ltd. (Seller) and _____ (Buyer).

NOW, THEREFORE, the parties agree as follows:

1. Disclosure of Ownership. Seller is registered as a home builder under the Maryland Home Builder Registration Act, MD Code Ann. Bus. Reg § 4.5-301(a) (the HBRA). Pursuant to the HBRA, any person who enters into a contract with a consumer under which the person agrees to provide a consumer with a new home must be registered as a home builder. Seller is a registered home builder under HBRA. Seller does not own the property as of the date of this Addendum, but will cause title to the property directly conveyed by the owner to Buyer at closing. The owner of the property is an affiliate of Seller.

2. Acknowledgement of Receipt of New Home Disclosure Statements. Buyer hereby acknowledges receipt of the statutory new home disclosure statement which the Maryland Code requires sellers of new homes to include in their contracts of sale, copies of which are attached hereto.

3. Force and Effect. Except as expressly set forth herein, all terms and provisions of the Contract of Sale shall remain in full force and effect.

SELLER:

_____ Date
Jim Robinson, Real Estate General, Ltd.

BUYER(S):

_____ Date
Buyer

_____ Date
Buyer

Jim Robinson Homes

GENERAL FEATURES

- Engineered roof trusses
- Two panel new style interior doors
- Continuous formed aluminum gutters
- Architectural 30-year roof shingles
- Two ceiling fans included
- Ceramic Master Bath *
- Cable outlets throughout
- Fan prewires all bedrooms
- Washer & Dryer connections
- 2.5 baths with fiberglass tub and shower units
- Smoke and carbon monoxide detectors
- Whole house fire suppression system
- Low maintenance vinyl siding
- Wall-to-wall carpeting with upgraded padding
- 2 car garage and blacktop driveway
- Seeded and sod lawn
- Hardwood floors on first level *
- Continuous flow well pump
- Tankless hot water heater

ENERGY PACKAGE

- 14 Seer Electric heat pump
- Fiberglass insulation
- Ceilings R- 49
- Exterior walls R-19 Floors R-19
- Ridge vent high efficiency attic ventilation
- Insulated vinyl clad aluminum windows
- 2x6 construction

KITCHEN PACKAGE

- Designer Oak cabinets
- Granite countertops and center island with granite *
- Recessed Lights
- Quality appliances and built-in Microwave

* May be an upgrade on certain models