



New Home Agreement Cover Page

Contract Effective Date: _____

Purchaser Name: _____

Preferred Phone Number: _____

Purchaser Name: _____

Preferred Email: _____

New Home Sales Advisor: Sonya Jeffrey

Phone Number: (704) 577-8378 Email: sonya@edgerealestatenc.com

Community Name: _____ Lot: _____

New Address: _____

Plan: _____ Elevation: _____

Construction Status: To Be Built _____ Inventory Home: _____

This purchase is ____ is not ____ contingent upon the sale of Purchaser's existing home. If this Agreement is contingent upon the sale of the Purchaser's existing home. See Addendum D.

Purchase Price Information

Base Purchase Price (included): \$	Base Purchase Price (included) Continued
	Closing Date: _____
Purchaser Initials:	Concession Items:
Builder Deposit: \$	
Design Options (see paragraph 3 (b)):	
Additional Design Deposit:	
Total Purchase Price:	Purchaser Initials: _____

Purchasers Initials: _____

Seller's Initials _____

Financing Information

Mortgage Company: _____

Address: _____

Email: _____ Phone: _____

Loan Type: _____

Closing Information

Closing Attorney: _____ Closing Firm: _____

Address: _____

Email: _____ Phone: _____

Broker Information

Purchaser: has _____ / has not _____ registered a real estate broker as their representative for this new home purchase.

Registered Broker or Agent: _____

Firm: _____

Mailing Address: _____

Email: _____ Phone: _____

Purchasers Initials: _____

Seller's Initials _____

New Home Purchase Agreement

The attached New Home Purchase Agreement Cover Page (the "Cover Page"), this New Homes Purchase Agreement, and any addenda, exhibits and disclosures attached thereto are hereby collectively referred to as the "Agreement." In consideration of payment of the Deposit by Purchaser to Seller as provided for herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, "Purchaser" and "Seller" (as identified on the New Home Purchase Agreement Cover Page) hereby agree to the terms and conditions set forth in this Agreement.

1. **Property** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and Purchaser agrees to purchase from Seller that certain "Property" identified in the "New Home Information" section of the attached Cover Page, which Property shall include the land within the boundaries of the Lot (subject to any easements, conditions and restrictions of record), the house, and any other improvements constructed (or to be constructed) thereon, including any options listed in this Agreement.
2. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Property shall be the "Total Purchase Price" (as identified on the Attached Cover Page) which includes "Design Options (as identified in Paragraph 6 below".)
3. **Deposits**
 - a. **All Deposit's** shall be held by Seller and Non-refundable. A Deposit of Fifteen-Thousand Dollars (\$15,000) must be delivered within forty-eight (48) hours of the Effective Date to the Seller.
 - b. **Option Deposits** A thirty-five percent (35%) Deposit will be required for pre-sale homes total sum of options selected by the Buyer after the Effective Date. All additional option deposits will be paid at the time of execution of the Option Amendment and shall be held by Seller, subject to the same terms and conditions provided for the Deposit in Section 3a., above. All Option Deposits are nonrefundable and if closing does not occur, provided there is no Seller default, Option Deposits shall be the Property of Seller.
 - c. **Application at Closing; Default** The Deposit and the Option Deposits, if any, shall be applied to the Purchase Price to be paid by Purchaser for the Property at closing. In the event of a termination of this agreement in response to a Purchaser default, Seller shall retain the Deposit and the Option Deposits previously paid by Purchaser.

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Revised 9/01/22

4. **Discount Points, Prepaids, Closing Costs** Purchaser shall pay all discount points, prepaids and closing costs in connection with the closing of Purchaser's purchase of the Property, except the following, which shall be paid by Seller: (i) any grantor's tax, excise stamps and transfer taxes to be paid in connection with the recording of the deed conveying the Property to Purchaser, and (ii) any items required by FHA/VA to be paid by Seller (if an FHA or VA Loan). Any contribution made by Seller shall be applied toward discount points, prepaids (if allowed by the mortgage lender) and/or closing costs. Such sum shall include any fees required by FHA or VA to be paid by the Seller and any fees to be paid to the settlement agent. Such sum shall not include any grantor's tax, excise stamps or transfer taxes. **If the Seller Contribution is more than the sum of the discount points, prepaids and closing costs allowed to be paid by Seller (per lender's underwriting requirements for the Loan), any excess portion of such funds shall be retained by Seller and shall not be paid or otherwise credited to Purchaser.**
5. **Financing**
- a. **Loan Application.** Purchaser's application for the Loan (if applicable) must be completed within ten (10) days of the Effective Date of this Agreement. Purchaser must provide all information, documents and fees requested by lender in a timely manner and diligently cooperate with the lender to obtain Loan approval.
 - b. **Loan Pre-approval or Approval Confirmation** Purchaser shall deliver written confirmation of a Conditional Pre-approval or Approval of Loan from the lender (if a Loan is to be obtained) to Seller within thirty (30) days of the Effective Date of this Agreement. If Seller has not received such written Pre-approval or Approval within the stated time period, Seller shall have the right, at any time thereafter, to send a written request for such confirmation to Purchaser and, if such confirmation has not been received by Seller within five (5) days after Purchaser's receipt of such request, Seller shall have the right, without further notice, to terminate this Agreement by delivering a written notice of termination to Purchaser and refunding or retaining deposits as provided in Section 5c.
 - c. **Failure to Receive Loan Pre-approval or Approval Confirmation** If Purchaser submitted the loan application within ten (10) days of the Effective Date and cooperated with the lender as provided for in Section 5a., above, and if Purchaser's lender does not issue a loan Pre-approval or Approval (pre-approval shall mean verification of assets, required credit check and verification of employment) within thirty (30) days of this Effective Date, and if this Agreement is terminated by Seller in response to its failure to receive a Loan Pre-approval or Approval confirmation as provided for in Section 5b., above, then the Deposit shall be refunded to Purchaser. If, however, Purchaser failed to submit the loan application within ten (10) days of the Effective Date or failed to cooperate with Purchaser's lender, as determined by Seller, then the Deposit and any deposits for Options shall be retained by Seller as liquidated damages and not as a penalty. The identification of deposits for Options shall be as stated in Seller's Option Policy. The refund of any deposit sums under this section is specifically conditioned on Purchaser signing a

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release form to be provided by Seller, acknowledging the termination of this Agreement and any rights of Purchaser to purchase the Property.

- d. Lender Information Purchaser hereby agrees that Seller shall have the right to contact the lender from whom Purchaser is obtaining the Loan, and authorizes the lender to provide information and written confirmation to Seller, at any time, relating to (i) the satisfaction of Purchaser's obligations under Sections 5a. and 5b. of this agreement; (ii) the status of the processing of Purchaser's loan application; (iii) any loan approval conditions; and (iv) if loan approval is denied, the reasons for said denial.
- e. Change of Lender Except as specifically provided below, Purchaser shall not change the lender from whom Purchaser is obtaining the Loan within the sixty (60) day period immediately preceding the Estimated Closing Date. Purchaser may change lenders during the sixty (60) day period identified above, provided that (i) Purchaser complied with the requirements stated in Section 5a., above, in submitting and cooperation with the prior lender; (ii) the prior lender has denied approval of the Loan application; (iii) Seller has provided Purchaser with a written statement from the prior lender confirming satisfaction of the requirements stated in Section 5a., and denial of approval for the Loan application; and (iv) such change shall not be deemed to change or modify, in any way, the provisions of Sections 5b. or 5c., above.
- f. Intent to Occupy Purchaser ☐ **DOES** / ☐ **DOES NOT** intend to occupy the Property as Purchaser's primary residence.
- g. Purchasers Representations Regarding Financing. Purchaser acknowledges that Seller is relying upon all of Purchaser's representations, including, without limitation, the accuracy of the financial information given by Purchaser to Seller or Lender. If Purchaser makes a deliberate misrepresentation or material omission, or takes any action which results in Purchaser's inability to obtain financing then Purchaser shall be deemed to be in default. Except as provided in Paragraph 5c, Purchaser shall notify Seller in writing within three (3) days of Purchaser's actual notice of the occurrence of any material adverse change in Purchaser's financial condition which prevents Purchaser from obtaining financing under this Agreement. Purchaser's failure to give notice of the material adverse change required above shall constitute a default under the terms of this Agreement. Within three (3) days of receipt of written notice of the material adverse change from Purchaser, Seller shall notify Purchaser in writing of Seller's election to: (i) proceed to closing based upon a modification to this Agreement acceptable to Seller and Purchaser; (ii) require that Purchaser deliver an acceptable First Right of Refusal Agreement; or (iii) terminate this Agreement. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 12.

6. Construction of Home.

- a. Selection of Standard Materials. The Base Purchase Price includes standard materials in accordance with community specifications selected by Seller for the New Home including, but not limited to, standard floor coverings, standard appliances and standard cabinetry. Purchasers shall have the privilege of selecting the colors and/or materials and/or appliances

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to be installed from the standard selections offered by Seller unless they have already been ordered or, if already ordered, in accordance with Seller's Option Policy. Materials and/or appliances not detailed in the community specifications are not included in the Base Purchase Price and shall be considered Options for which additional payment is required. Only those colors, materials and/or appliances approved by Seller (and the homeowners association for the community, if applicable) will be available for selection purposes. Should Purchaser fail to complete their selections by their completion date noted on Page 2 of the "New Home Purchase Agreement Cover Page", purchaser shall be considered in default of contract, and be subject to forfeiture of all deposits.

- b. Selection of Options. The Base Purchase Price includes only Seller's standard structural layout for the New Home. Purchaser shall have the privilege of purchasing Options offered by Seller in accordance with Seller's Option Policy. The price of Options selected by Purchasers shall be added to the Base Price to increase the Total Purchase Price. Seller shall have the absolute authority to determine the Options it will offer and shall have no obligation to make any other options available to purchasers. In addition, buyer shall have 21 calendar days from the date the contract is ratified to complete all non-structural design selections.

A Non Standard Options selection made any time during the construction process or a Standard Option change request after the 21st day following the Contract Date shall be incorporated into this Agreement, with a corresponding increase in the Total Purchase Price. Any option selection request shall require execution by Buyer and Seller of the Standard or Non Standard Option Request form and be accompanied by \$250.00 (Two Hundred Fifty Dollars). This payment shall be non-refundable and shall be in addition to the Total Purchase Price. Buyer recognizes that there may be significant delays in the completion of their house as a result of each change and understands that Seller reserves the right to refuse any change that, in its sole discretion, that would severely impact the progression of the completion of the home.

- c. Sellers Right to Change Designs or Limit Options and Selections. Seller reserves the right to change the design or limit any Options or standard selections offered for the New Home (define "new home" on cover page). If Seller changes or limits any element of the New Home chosen by Purchaser as an Option or standard selection, and the change has a significant effect on the quality, value or appearance of the New Home, Purchaser shall have the right to terminate this Agreement and Seller shall refund all Deposits and all Option Deposits to Purchaser. If Purchaser elects to proceed to closing without the Options and/or standard selections eliminated by Seller, the Total Purchase Price will be adjusted for the deletion of any Options that were included in the calculation of the Total Purchase Price. If Seller changes any Option or standard selection for other homes, Seller shall have no obligation to make corresponding changes to the New Home sold to Purchaser. Purchaser understands and agrees that Purchaser is not allowed to make any personal changes or additions to the New Home before Closing.
- d. Materials. Seller, in its sole discretion, may replace materials or fixtures used in the homes and/or depicted on the plans, drawings or renderings of the New Home with substitutions of

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similar quality acceptable under government and/or industry standards. Seller is not required to notify Purchaser of the substitution of materials or fixtures unless it materially affects the New Home.

- e. Models and Plans. Model homes and advertisements, brochures, sales literature and other marketing materials (the "Marketing Materials") are for display and marketing purposes only, to give Purchaser a general idea of the types of homes Seller constructs. Purchaser has viewed Marketing Material depictions as an example of the type of home they are purchasing. The New Home, at completion, will be substantially similar to the Marketing Material Purchaser has viewed, but may differ. Closing constitutes Purchaser's unconditional acceptance of the New Home as built (subject to any items to be completed pursuant to the Pre-Settlement Orientation Report) without regard to differences between the New Home and the Marketing Materials. PURCHASER ACKNOWLEDGES THEIR UNDERSTANDING THAT THE MODEL HOMES (THE FURNITURE, OPTIONAL AND DECORATIVE ITEMS, FENCING, LANDSCAPING AND OTHER ITEMS DISPLAYED THEREIN) AND ALL MARKETING MATERIALS ARE SOLELY FOR DISPLAY AND MARKETING PURPOSES AND DOES NOT CONSTITUTE A WARRANTY OR REPRESENTATION FROM THE SELLER THAT THE NEW HOME WILL CONTAIN THOSE ITEMS OR THAT THE DIMENSIONS OF ROOMS IN THE NEW HOME WILL BE THE SAME.
- f. Site Map. Within Seller's Sales Office, a drawing depicting all or a portion of the Subdivision of which the New Home is a part, is displayed (the "Site Map"). The Site Map is to give general overview of the proposed location of amenities, improvements, grading and easements. The Site Map does not depict all easements, improvements and features that exist or will exist. As well, during construction, the exact location of improvements, easements and amenities, as well as the final grading, are subject to modification, deletion and/or relocation.
- g. Lots. Seller reserves the right to (i) change the location of the Lot boundary lines as necessary to construct the New Home, locate or accommodate the utility lines or easements, and/or otherwise properly develop the Property (provided that there is no net reduction in the size of the Lot); (ii) determine the grade of the Lot, the ground elevation and the location of the New Home on the Lot (iii) reverse the physical layout of the New Home; and (iv) remove trees and shrubbery from the Lot. Seller is not liable for any damage to trees or shrubbery not removed.
- h. Sellers Right to Adapt Site Conditions. The shape of the Lot and the contours and elevations of the land may require Seller to adapt the foundation, basement, porch, patio, walkway, driveway and garage of the New Home to provide reasonable access and adequate drainage. Seller has the right to grade, excavate, fill, and/or to remove native trees, shrubs and ground cover during the construction process.
- i. Street Lights, Electrical Facilities, Utility Pedestals. Street Lights, telephone, cable television and electrical facilities, utility pedestals and transformers are installed by utility companies. Seller makes no representation as to the final location of such facilities. Purchasers should consult the appropriate utility companies if information is needed.
- j. Homesite Premium. An additional charge related to the size and/or location of the Lot in the Neighborhood (the "Homesite Premium") may be included in the Total Purchase Price of the

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New Home. The Homesite Premium, if any, has been determined by Seller in the exercise of its sole discretion. The only basis for the Homesite Premium is the size and/or location of the Lot in the Neighborhood. Purchaser acknowledges that Seller is not responsible for any change of view and/or change of use or development of any surrounding Property, or any other factor with regard to surrounding Property, even if owned by Seller, and that such change or factor shall not reduce or otherwise change the Homesite Premium, whether occurring before or after Closing.

- k. New Home Designs, Types, Locations and Prices. Purchaser acknowledges that Seller has reserved the right to determine which home designs and/or types will be constructed at all locations owned by Seller and to re-establish the prices of all other homes, past, present, and future, constructed by Seller in this Neighborhood and any other location. No change in design, type, location or price of any other home shall have an effect on the terms and conditions of this Agreement, and Seller shall have no obligation to amend this Agreement or modify the New Home based upon any factor or condition of any other home constructed by Seller in the Neighborhood or elsewhere. Seller may construct any elevation on any lot in the community without regard to location of similar elevations.
- l. Safety-Trespass. Purchaser acknowledges that construction sites are inherently dangerous and present risks of injury from, among other things, incomplete floors, walls, windows, stairs or railings; exposed nails, flashing, or other sharp objects; uneven surfaces; incompletely secured structures; nail guns, saws or other tools; and other hazardous items and conditions. Purchaser may enter the Property only on the condition that Purchaser acknowledges and assumes the risk of personal injury or Property damage (including but not limited to damage Purchaser's Property, to the Property or to other Property of Seller) arising from Purchaser's presence on the Property, and on the further condition that Purchaser agrees to release and indemnify Seller from and against any claim or damage arising from or related to Purchaser's presence on the Property. As an express limitation on the foregoing, Purchaser may not visit the Property when Seller's construction workers or subcontractors are present at the Property. Further, Purchaser shall not direct, or attempt to direct, the activities of Seller's construction workers or subcontractors, nor will Purchaser accept or reject goods being delivered to the Property. Purchaser will not perform, or contract with any person to perform, any work on the Property. Further. Prior to Closing Purchaser shall not use or occupy any portion of the Property.
- m. Interference with Construction. Purchaser shall not interfere with Seller's construction of the New Home. In the event of Purchaser interference, Purchaser must sign and return an acknowledgement of Purchaser's intent to cease the same within ten (10) Days after Purchaser's receipt from Seller of a request for such an acknowledgement, and refrain from engaging in such act of interference at all times thereafter, Seller shall have the right, at its option, to terminate this Agreement by delivery of a written notice of termination to Purchaser. In the event of such a termination and upon Seller's receipt of a release signed by Purchaser (form to be provided by Seller) acknowledging the termination of this Agreement and any rights of Purchaser to purchase the Property, Seller shall refund all Deposits and Option Deposits to Purchaser.

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- n. Loss of Property. If any part of the New Home is damaged or destroyed by casualty prior to Closing, Seller will have the option to restore the New Home to its previous condition as reasonably as possible. In the event Seller elects to restore the New Home, the Closing Date and any other applicable date or deadline will be extended. Seller agrees to notify Purchaser of its decision within ten (10) business days from the date of any such casualty. In the event Seller elects not to restore the New Home, then this Agreement will terminate and Purchaser will receive a full refund of all Deposits and Options Deposits paid. All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement.
- o. Completion of Construction. Notwithstanding any other provisions of this Agreement, or any addenda or modifications hereto to the contrary, and assuming no defaults by Purchaser, Seller acknowledges an absolute obligation to deliver the New Home no later than eighteen (18) months from the Effective Date. If Seller fails to do so, except for reasons outside Seller's control or as a result of the action or inaction of a third party whose actions are necessary to the performance of Seller's obligations, Purchaser may avail themselves of any and all remedies, in law or equity, including specific performance. The New Home shall be substantially complete upon issuance of the Certificate of Occupancy or its equivalent. Any projected completion dates estimated by Seller are based upon local conditions and capabilities of Seller on the date of the estimate and are subject to change. Completion may be delayed by bad weather, shortages of materials or labor, acts of God or other events beyond the control of Seller. **SELLER WILL NOTIFY PURCHASERS OF AN UPDATED ESTIMATED COMPLETION CLOSING DATE AT THE COMPLETION OF DRYWALL.** SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY DELAYS IN COMPLETION AND WILL NOT REIMBURSE PURCHASER FOR RENTAL, STORAGE, MOVING, INCREASES IN THE COSTS OR INTEREST RATE FOR THE LOAN OR ANY OTHER EXPENSE ARISING FROM FAILURE OF SELLER TO ACHIEVE THE UPDATED ESTIMATED COMPLETION CLOSING DATE. PURCHASERS ARE RESPONSIBLE FOR THE PROMPT AND TIMELY DELIVERY OF INFORMATION AND SELECTIONS NECESSARY FOR UNINTERRUPTED CONSTRUCTION OF THE NEW HOME. IF PURCHASER DOES NOT PROVIDE INFORMATION OR SELECTIONS IN ACCORDANCE WITH SELLER'S OPTION POLICY, SELLER SHALL HAVE THE RIGHT TO CANCEL PURCHASE AGREEMENT AND RETAIN ALL DEPOSITS.
- p. Inspection by Purchasers. Before Closing, Seller and Purchaser will conduct a joint inspection of the New Home and prepare a Pre-Settlement Orientation Report describing all items which violate the warranty standards. The Pre-Settlement Orientation Report will indicate the conditions to be corrected. Seller will attempt to correct the items as soon as practical, subject to weather conditions and availability of labor and materials, and Closing shall not be delayed based upon completion of any items on the Pre-Settlement Orientation Report. Notwithstanding the foregoing, Seller, in its sole and absolute discretion, shall have the right, but not the obligation, to postpone Closing in connection with any items on the Purchaser's Pre-Settlement Orientation Report. Purchaser acknowledges and agrees that the standards and

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tolerances applicable to the New Home shall be those contained in **the 2-10 Home Warranty Manual**. Purchaser agrees that no part of the Total Purchase Price shall be withheld from Seller or placed in escrow due to incomplete items on Pre-Settlement Orientation Report. Purchaser shall have the right to have the Property inspected by a reputable home inspector selected by the purchaser at the purchaser's expense. The Purchaser must complete all third party inspections seven (7) days prior to closing. Inspection results must be delivered to seller no later than five (5) days prior to closing. This purchase agreement is not contingent on or subject to the results of any such home inspection.

- q. Developer Installation of Site Improvements. All streets, curbs, sidewalks, streetlights, common area improvements, and similar improvements included in the plans and specifications on the file with the appropriate governmental agencies will be installed and paid for by builder or developer of the development in which the Property is located. Purchaser acknowledges that site improvements may or may not be complete at the time of Closing due to conditions beyond Seller's control. If these improvements are not installed prior to Closing, Purchaser agrees to complete Closing provided that the Property is substantially complete and ready for occupancy.

7. Closing.

- a. Date. The closing of the purchase and sale of the Property under this Agreement (the "Closing") shall occur within seven (7) days after substantial completion of the house on the Property, on a date, time and in a reasonable location designated by Seller. Any Estimated Closing Date for the house is based upon information available to Seller at the time of the estimate and is subject to change. Purchaser hereby acknowledges and agrees that Seller shall have no responsibility for any costs or expenses incurred by Purchaser as a result of a failure of the house to be completed by any Estimated Closing Date (rental, furniture, storage, moving, increases in the costs or interest rate for the Loan, etc.).
- b. Failure to Close. Should Purchasers fail to proceed to Closing within the seven (7) day period provided for in Section 7a., above, Seller shall have the right, at its sole and absolute discretion, to (i) declare Purchaser in default and exercise any and all rights provided for in this Agreement; or (ii) continue to the date of Closing, in which event the Purchase Price paid by Purchaser for the Property shall increase One Percent (1%) for every 30 day period, or part thereof, beyond the initial Closing date until the actual Closing.
- c. Deed. Title will be transferred by a Special Warranty Deed. However, the title will be subject to all other recorded matters such as (i) covenants, conditions and restrictions; easements; rights-of-way; (ii) zoning laws; regulations and ordinances of governmental authorities.
- d. Survey. Purchaser understands and agrees that Envision Homes will NOT order a final survey of the Property.
- e. Closing Costs. In addition to the Purchase Price, Purchaser shall pay all costs and expenses required by the lender, the homeowners association, the title company, and any other entity, in connection with the Closing and the transfer of title to the Property from Seller to Purchaser.

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- f. **Real Estate Taxes.** Taxes will be prorated through the date of Closing and adjusted accordingly.
 - g. **Closing Attorney.** Closing shall be held in the offices of The Setliff Law Firm (TSLF) located at 100 Connemara Drive Ste 120, Cary, NC 27519. Purchaser is not required to use the services of TSLF, in connection with the Closing. Purchaser is free to obtain services from other lawyers; however, should Purchaser wish to utilize the credit referenced in Addendum A attached hereto, Purchaser must use TSLF and Seller's preferred Lender. Seller has advised Purchaser that TSLF serves as Seller's attorney. Regardless of the attorney selected by Purchaser, the Closing will occur at the offices of The Setliff Law Firm.
8. **Warranties.**
- a. **Limited Home Warranty.** Seller will provide its standard 2-10 Home Warranty covering structural defects, defects in materials and workmanship, subject to limitations and exclusions. A copy of Seller's standard 2-10 Warranty will be delivered to Purchaser at closing. See attached Addendum E.
 - b. **Limitations of Liabilities and Warranties.** Except as specifically and expressly stated in the 2-10 Warranty Manual that is provided, there are no express warranties, and the parties specifically waive and disclaim all implied warranties, including but not limited to the IMPLIED WARRANTY OF MERCHANTABILITY, the IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, or the IMPLIED WARRANTY OF HABITABILITY. Further, the parties agree that Seller's liability, whether arising from contract or tort, shall be limited to the liability stated in the 2-10 Home Warranty Manual. Under no condition will Seller be liable for consequential, special, exemplary, punitive, treble, statutory or similar damages.
 - c. **Warranty Service.** Repairs or services performed by Seller under the 2-10 Home Warranty will be performed during normal business hours, Monday through Friday, and to the standards and tolerances in the 2-10 Home Warranty Manual.
 - d. **Manufacturers' Limited Warranties.** Manufacturers of the consumer products included in the New Home (water heater, HVAC unit, appliances, etc.) may provide separate Limited Warranties for their products. No changes or additions will be made to the Manufacturers' Limited Warranties. Seller shall have no responsibility for the Manufacturer's service or repairs to their products.
9. **No Speculators.**
- a. **Transfer Limitations.** The parties specifically agree that in order to maintain a stabilized community of affordable housing it is in the public interest to discourage unbridled real estate speculation, and to discourage the "flipping" of recently purchased residential properties. In furtherance of this goal, it is agreed that, for a period of at least one year from the date of

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Closing, Purchaser will not sell, gift or otherwise transfer title to the New Home or any interest therein, except as set forth in Paragraph 9(c) of this Agreement, to any third party.

- b. Breach of Transfer Limitations. If within one year from the date of Closing under this Agreement, Purchaser sells, gifts, or otherwise transfers the Property, except as set forth in Paragraph 9 (c) of this Agreement, the Seller shall be entitled to liquidated damages in the amount of \$20,000.00. The provisions of this Paragraph survive Closing on the Property and any breach after Closing will entitle Seller to pursue any manner of legal recourse deemed necessary against Purchaser.
- c. Exceptions. In order to avoid hardships that might result from restrictions on early re-conveyance unrelated to real estate speculation purposes, the following transactions and occurrences shall not be subject to the above-stated resale restrictions.
 - i. Conveyance by will or intestacy, or by the executor or administrator of the Purchaser's estate;
 - ii. Conveyance to a family member. Family members shall include the following relatives, whether the kinship is established through natural birth, marriage, or adoption: parent, child, grandparent, grandchild, great grandparent, great grandchild, aunt or uncle, niece or nephew and child of aunt or uncle.
 - iii. Conveyance necessitated by job transfer where Purchaser's work location, site or office will be at least 40 miles away from the location of the Property;
 - iv. Conveyance necessitated by a division of Property in a marital dissolution;
 - v. Conveyance necessitated by a military service obligation;
 - vi. Conveyance necessitated by medical condition upon a doctor's written recommendation;
 - vii. Conveyance to the Seller; or
 - viii. Conveyance to the Purchaser's mortgage lender because of financial necessity.

10. Homeowners/ Condominium Association.

- a. Homeowner's Association. If the New Home is within the jurisdiction of a Homeowners Association, Purchaser will be a member of the Homeowners Association. Purchaser agrees to pay the assessments (fees) charged by the Homeowner's Association, if any, and abide by its rules and regulations. Access to the Bylaws and Articles of Incorporation of the Homeowner's Association, if any, have been given to Purchaser at the time this Agreement was signed (or has been requested by Seller and will be provided to Purchaser, upon receipt). Additional information about the Homeowner's Association is in the Disclosure Addendum.
- b. Use Restrictions. The New Home is subject to the Declaration of Covenants, Conditions and restrictions of the Neighborhood. The Declaration imposes certain restrictions on the use of the New Home. Access to the Declaration has been given to Purchasers at the time this Agreement was executed.

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11. **Environmental Issues.**

- a. **Waiver of Future Claims.** Purchaser waives all claims against Seller for damages to Property, personal injury or death, arising after the date of this Agreement and relating to (a) environmental or ecological conditions or events such as weather conditions, atmospheric conditions, terrestrial conditions, acts of God, or other natural or man-made conditions or occurrences beyond the reasonable control of Seller; or (b) the presence or existence of cancer-causing or radioactive substances, or materials suspected of causing illness unless Seller (i) has actual knowledge of the presence of such substance and its illness-causing potential and/or (ii) fails to advise Purchaser of the presence of the substance prior to closing. This waiver shall be binding upon Purchaser and their heirs, successors, assigns, guests and invitees.
- b. **Mold.** Molds can occur naturally in almost any indoor environments. Residential home construction is not, and cannot be, designed to exclude mold spores. All parties agree that Envision Homes makes no warranty or representation of any kind, express or implied, regarding the presence or effect of mold on or in the proximity of the Property. Further, Envision Homes will not be responsible for any damages caused by mold as a result of the action or neglect by the owner or by any agent of the owner, to include, but not limited to, Property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.
- c. **Radon Gas Disclosure.** Seller has performed no tests for the presence of radon gas on or around the Property, Seller makes no representations, of any kind, regarding the present or future existence of radon gas or about acceptable levels of radon gas in or around the Property. Further, without limiting any other limitation of warranties provided or to be provided by Seller herein, **SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF GOOD WORKMANSHIP, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING RADON GAS AS IT RELATES TO THE PROPERTY.** Purchaser releases Seller from any present or future claims or liability of any kind that Purchaser may ever have against Seller which in any way relate to the existence of radon gas in or around the Property, including, but not limited to, any expenses Purchaser may incur in any radon reduction methods that Purchaser may pursue if elevated levels of radon gas ever occur.
- d. **Electric Transmission Lines.** The Property in this agreement will be served by electric transmission lines. Electronic transmission lines cause magnetic fields, commonly referred to as electromagnetic fields ("EMF"). Seller does not own the electronic transmission lines, and has no control over the option of the lines, the flow of electricity, the location of the lines or the EMF's they cause. The potential risks from EMFs are controversial and Seller disclaims any and all responsibility for the EMF's and any health risk related thereto.

Purchasers Initials: _____

Seller's Initials _____

12. Defaults and Disputes.

- a. Purchasers' Default. In the event that Purchaser's actions – or failure to act – constitutes a default under the provisions of this Agreement, any and all deposits made by Purchaser regarding the Agreement shall be forfeited to the Seller. Further, Seller shall be entitled to pursue any and all avenues of legal recourse Seller deems appropriate, and shall be entitled to additional damages including, but not limited to, reasonable attorney's fees. Additionally, the Purchaser shall be liable for the brokerage commission and for other expenses, including reasonable attorney's fees incurred in connection with this transaction or the enforcement of this provision.
- b. Seller's Default. In the event that Seller's actions, or failure to act, constitutes a default under the provisions of this Agreement, Seller shall be obligated to return any and all deposits made by Purchaser regarding this Agreement to the Purchaser. As such, Purchaser shall accept said deposits as liquidated damages and shall have no further recourse against Seller. The return of said deposits does not constitute a penalty.
- c. Arbitration. ANY DISPUTE, CONTROVERSY OR CLAIM CONCERNING THE RIGHTS OR OBLIGATIONS OF THE PARTIES; INCLUDING BUT NOT LIMITED TO ANY CONDITION OR ELEMENT OF THE NEW HOME, LOT, NEIGHBORHOOD OR NEARBY PROPERTY; THE NEED OR EFFECTIVENESS OF ANY REPAIR OR REPLACEMENT UNDER THE LIMITED HOME WARRANTY; OR ANY CLAIM OF MISREPRESENTATION, FRAUD OR BREACH OF THIS AGREEMENT, SHALL BE SUBMITTED TO AND SETTLED BY BINDING ARBITRATION PURSUANT TO TITLE 9 OF THE UNITED STATES CODE, THE FEDERAL ARBITRATION ACT. SELLER AND PURCHASER AGREE THAT SUCH ARBITRATION SHALL BE MANDATORY AND BINDING, AND SHALL BE IN LIEU OF ANY OTHER LEGAL PROCESS OR REMEDY. ARBITRATION MAY BE REQUESTED BY EITHER PARTY AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ACCORDING TO ITS COMMERCIAL RULES. THE ARBITRATION SHALL AWARD ATTORNEY'S FEES, EXPERT WITNESS FEES, AND REASONABLE COSTS TO THE PARTY WHOSE POSITION IS UPHOLD BY THE ARBITRATOR. SHOULD PURCHASER, IN VIOLATION OF THIS PROVISION, COMMENCE LEGAL ACTION IN A COURT THEN SELLER SHALL HAVE THE RIGHT TO HAVE THAT LEGAL ACTION DISMISSED AND TO RECOVER THE COST OF OBTAINING THE DISMISSAL. FURTHER, THE FILING OF ANY LEGAL ACTION IN VIOLATION OF THIS PROVISION SHALL NOT SERVE TO TOLL ANY STATUTE OF LIMITATIONS OR TIME PROVISION SET FORTH IN THIS AGREEMENT, THE LIMITED HOME WARRANTY OR APPLICABLE LAW.

Purchasers Initials: _____

Seller's Initials _____

13. **Miscellaneous.**

- a. Assignment. This Agreement may not be assigned.
- b. Time is of the essence. Time is of the essence with respect to the terms of this Agreement.
- c. Amendments. This Agreement may not be amended or modified except in writing and executed by both parties.
- d. Responsible Party. If two or more persons are identified as Purchasers in this Agreement, any one of them has the right and authority to bind the other, and they will be jointly responsible for the performance of Purchaser's obligations in this Agreement.
- e. Broker Relationship. Purchaser warrants and represents to Seller that Purchaser has not dealt with any real estate salesperson or agent other than the Broker, if any, designated on the Cover Page. To the extent, if any, that Purchaser's Broker may be entitled to a commission and right is solely pursuant to a separate written Agreement and not pursuant to this Agreement. Seller and Purchaser shall have the right to amend this Agreement without the Purchaser's Broker's consent.
- f. Agreement Recordation. Neither this Agreement nor any memorandum thereof shall be recorded in the public records. If Purchasers records this Agreement, or a memorandum or notice, this Agreement shall be null and void, and Seller will have the right to retain the Deposits and Option Deposits as liquidated damages, and not as a penalty.
- g. Utilities. Purchaser is responsible for all utility expenses for the New Home after Closing.
- h. Survival. The terms and conditions of this Agreement shall survive the Closing and delivery and recordation of the Deed.
- i. Seller Representation. The Seller's Sales Representative represents the Seller, only in all matters related to this Agreement and the transaction contemplated hereby.
- j. Modifications or Changes. This Agreement represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Agreement shall be construed according to the laws of North Carolina and shall be binding upon and shall incur to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with, or are inconsistent with the pre-printed terms hereof, the handwritten or typewritten terms shall control.
- k. Oral Statements or Promises. Purchaser represents that they have not relied on any oral representations or promises made by any person that are not included in this Agreement. Purchaser acknowledges that this agreement cannot be amended or modified any way by oral statements, and any amendments or modifications in order to be effective must be in writing and signed by both Purchaser and Seller.

Purchasers Initials: _____

Seller's Initials _____

14. Representations by Parties.

- a. Purchasers' Representations. Purchasers represent and acknowledge that a copy of this Agreement, with all sections completed, was delivered to Purchaser before it was signed, and Purchaser has read this Agreement and all addenda. Purchaser acknowledges that this is an Agreement to purchase a completed home; and Seller is not acting as a contractor for Purchaser in the construction of the New Home.
- b. Views, Privacy and Adjacent Land Use. Purchaser acknowledges that the New Home is in an area undergoing growth and development of residential, commercial, institutional and industrial sites. Native trees, waterways, hills, meadows and other natural conditions within sight of the New Home are subject to change. Seller shall have no liability for degradation or destruction of any view from the New Home or any loss of privacy arising from development of nearby land or removal of trees or shrubs. Land near the New Home, which is not owned by Seller, is not within Seller's control. Seller is not liable for any use or condition of nearby land for commercial, industrial, multifamily, non-residential, or residential purposes. Seller does not make and Purchaser is not relying upon any representations concerning the future use of any Property outside the New Home, whether or not Sellers own the Property. Purchaser waives any and all claims against Seller in any manner relating, directly or indirectly, to the use of Property outside the New Home.
- c. Facsimiles. The parties agree that faxed or electronic transmission of any signed original document shall have the same effect as an original.

15. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision.

16. Addenda. These Addenda (if checked below) shall amend and supplement this Purchase Agreement between Purchaser and Seller for the property described above. Terms set forth in these Addenda shall have the same meaning as defined in the Purchase Agreement. In the event there is a conflict between the terms set forth in any Addendum and the Purchase Agreement, the Addendum shall prevail.

Addendum A – Preferred Lender	☐	Addendum E - Warranty	☐
Addendum B – Postal Service Disclosure	☐	Addendum F – No Final Plat	☐
Addendum C – Mineral Oil and Gas Rights Disclosure	☐	Addendum G – Outdoor Facility	☐
Addendum D – Sale/Closing of Real Property Contingency	☐		☐

Purchasers Initials: _____

Seller's Initials _____



WITNESS THE FOLLOWING SIGNATURES AND SEALS:

PURCHASER(S)

Signature

Date

Signature

Date

SELLER: ENVISION HOMES, LLC

By

Date

100 E. Six Forks Road, Ste. 300
Raleigh, NC 27609

Purchasers Initials: _____

Seller's Initials _____

Revised 9/01/22