

Addendum "A"

Mountain Terrace - Coburg, OR

Purchasers: _____ **Contract #** _____

1. **Garage Space Representation:** AH homes come complete with an attached garage that may be extended (if applicable) at Purchasers) preference (as shown on Option Sheet). The extra space in the garage is being re presented as garage space only, and is no way represented by Hayden Homes and their agents as living space.
2. **Options:** Only items stated on the option sheet are available. Option items are to be incorporated into the purchase price of the home, as stated in the above referenced earnest money signed by both Buyers and Sellers, or paid in cash at closing. Some options/upgrades may require non-refundable cash in advance of ordering or installation. Buyers agree that any items that are requested after earnest money has been completed and accepted or home is at a point of construction whereas the options cannot be completed at the stated price, the Seller is not required to make changes unless otherwise agreed upon by both parties in writing. Further, the costs of the options can increase at Seller's discretion prior to any signed agreement. (If Option selections are allowed)
3. **Signing Sales Contract using FAX:** There may be times where faxed documents are required to facilitate this transaction. Both Purchasers) and Seller agree that documents with fax signatures are binding.
4. **Construction Site Access:** Due to circumstances beyond our control Hayden Homes CANNOT allow individuals on the construction site other than those persons directly involved with construction. If it becomes necessary for the purchaser to be on the building site, prior arrangements must be made with the on site sales representative. Purchaser understands that Hayden Homes will not be responsible or held accountable for any injuries due to a buyer and/or those accompanied by the buyer being on the construction site without proper authorization.
Buyers Initials: _____ Buyers Initials: _____
5. **Unexpected Delays, Shortages, or Changes:** Purchaser(s) acknowledge that construction and development for subject property and the *Community as a whole may be subject to unexpected conditions such as material shortages, completion delays of subcontractors, acts of God, inspection!!*, city approvals and seasonal circumstances which may delay closing and/or occupancy. Seller will act with due diligence to complete construction according to schedule; however, Purchaser(s) acknowledge the possibility of delays and agree to extend closing and possession, within reason, to allow for completion without liability to Seller for costs to Purchaser(s) that may be a result of such unplanned delays.
6. **Quality and Materials:** At times it may be necessary for Hayden Homes to substitute for like quality or performance, some items, materials, supplies or fixtures. Certain construction or engineering changes may be made to the home at Hayden Homes' sole discretion, i.e.; to meet new building codes, to accommodate construction, etc.
7. **Landscaping/Fencing:** Front yard Landscaping, Fencing and Maintenance will include: underground irrigation installation, Front exterior fence staining and Maintenance, Detailed landscape plan with year around maintenance. Landscaping will be from the front of the house/garage foundation directly forward to the lot property line. The landscaping is provided to maintain the quality of the community and may be installed after closing.
8. **Existing Trees/Landscape:** Purchaser is aware that any and all existing trees left on any lot may perish due to disturbance of natural habitat. The construction process may also affect the longevity of any trees or additional natural landscape left on the lot therefore purchaser assumes complete and sole responsibility upon closing. Buyers initials _____ Buyers initials: _____
9. **School Boundaries:** Purchaser hereby acknowledges that school boundaries are subject to change. If the school district is material to the purchase of the property, purchaser is advised to investigate with the school district the likelihood of change.
10. **Marketing Disclosure:** Buyer understands that their lot, home and or community may be used in photographs for advertising purposes for Hayden Homes after title has been transferred. Buyers Initials: _____ Buyers Initials: _____
11. **Boundary Lines & Easements:** Purchaser acknowledges that representation of boundary lines, including plat maps, fences or size other than by survey may not be accurate. If the location of boundary lines or easements, or the size of the lot or parcel is material to the purchase of this property, the parties are advised to address in this contract the responsibilities of each party in respect to obtaining the services of a licensed surveyor.
12. **Smoke Detectors:** Oregon Law requires all ionization of smoke alarms to have a "hush" mechanism that allows a person to temporarily disengage the alarm. If the ionization alarm is battery operated, 10 year batteries are required. The proper number of alarms is required by building codes at the time of construction. Not less than one alarm adjacent to each sleeping area and at least one alarm on each level of a dwelling. Seller represents that the smoke detectors are in compliance.
13. **Zoning/Permit History:** Zoning of the property and surrounding area and permit history of the property that may have been provided are based upon the information supplied by the City/County Assessor records. Purchaser acknowledges that zoning and uses are subject to future change and that government permit records may be inaccurate or incomplete. In the event of zoning, use, or permit history of the property or surrounding properties is material to this purchase purchaser is advised to verify the information with the City/County.
14. **New Home Warranty:** Every new home owner will receive a copy of Hayden Homes' New Home Warranty at the orientation/walk through. If property is being purchased as an investment and not a primary residence only the limited warranty section in your New Home Warranty manual applies. The Hayden Homes Warranty is posted on the home page of our website. Please review on our website at www.hayden-homes.com.

Addendum A

15. **Purchaser(s) Walk Through and New Home Orientation:** Hayden Homes' agent and construction supervisor will conduct a new home orientation and a final walk through with the new home owner to ensure that the home is completed in a good workman like manner . A checklist is provided to the home owner during the walk through that requires inspection of the new home and acknowledgment that the inspection with the agent and project manager has been performed. Buyer understands that if a certified inspection is requested by buyer it must take place at a minimum of 3 days prior to walk through and needs to be scheduled with the onsite agent. Any items listed by the certified inspector will be reviewed by seller. Seller reserves the right to determine the items on the list that will or will not be rectified.

Buyer's initials: _____ Buyers initials: _____

16. **Homeowners Association Documents and Budget:** By signing below, Purchaser(s) acknowledge that they have received a copy of the covenants, conditions, and restrictions which apply to Mountain Terrace. Purchaser acknowledges receipt of a proposed Budget for Mountain Terrace prepared by an independent homeowner association agent. A \$65.00 one time set up charge in addition to a fee of \$146.00 per Quarter will be assessed (Home Owners assessments are subject to change.)

Buyer's initials: _____ Buyers initials: _____

17. **Contingency Completion Dates:** If contingencies listed in the contract are not removed, your transaction may terminate or require renegotiation.

18. **Closing Date/Possession Date:** The date shown on your contract is the date agreed upon. Closing may occur prior to stated date if agreed upon by both Buyer and Seller. Earnest money agreements may state a possession date by Buyer in relation to the actual closing date. Therefore, if closing is extended, the property is unavailable to the purchaser until the property is closed and funded. Occupancy issues present very real risks to both Buyer and Seller. Dates must be properly defined and proper agreements must be in place for protection of involved parties. Keys will not be released to homeowner until verification of title transfer (recording) and funds have been deposited. Early occupancy will not be granted due to company policy.

19. **Loan Lock:** Buyer understands and agrees that it is at their sole discretion if and when they choose to initiate a loan lock with their lender. Extensions on loan locks are not the responsibility of the Seller and any costs associated with the extension will be the exclusive responsibility of the Buyer.

Buyer's initials: _____ Buyers initials: _____

20. **Affiliated Business Disclosure-Hayden Homes Mortgage:** This is to give you notice that Hayden Homes/Hayden Enterprises Inc. has a business relationship with Hayden Homes Mortgage. The nature of the relationship (and percentage of ownership interest) is: Hayden Enterprises, Inc Member Owing 50%. Because of this relationship, this referral may provide Hayden Homes/ Hayden Enterprises, Inc. financial or other benefit. I understand that Hayden Homes /Hayden Enterprises, Inc. is referring me/us to purchase the above-described settlement services(s) and may receive a financial or other benefit as the result of this referral. Buyer understands that they will be contacted by a member of Hayden Homes Mortgage. If buyer chooses to use Hayden Homes Mortgage as their preferred lender they will receive a buyer's bonus through Hayden Homes towards buyer's closing costs, pre-pays and/or rate reduction.

Buyers Initials: _____ Buyers Initials: _____

21. **Community Charitable Endowment** Buyer understands that a Charitable Endowment will be contributed by the seller equal to one-eighth (0.125) of one percent of the Purchase Price. The contribution will benefit the Hayden Enterprises Giving Fund a 501C3, Oregon Non-Profit Corporation. Buyer also understands that the contribution will occur on any and all future deed transfers to be paid by the seller at the rate of one-eighth (0.125) of one percent of the Purchase Price. Lots to include: 1-5,15,26-42 & 50-54

Buyer's initials: _____ Buyers initials: _____

20. **Disclosures/Additional Material:**

Buyer has received and read the following Disclosures/Pamphlets:

Mold Disclosure Buyers initials: _____ Buyers initials:.

Seller's Property Disclosure and Pamphlet Buyers initials: _____ Buyers initials:

Exterior Siding Disclosure Buyers initials: _____ Buyers initials:.

Insulation Certificate Disclosure Buyers initials: _____ Buyers initials: _____

Notice of Homebuyer Protection Act (Lien Disclosure) Buyers initials: _____ Buyers initials:.

Information Notice to Owners of Construction Liens: Buyers initials: _____ Buyers initials:.

Purchaser(s) have read the above and are agreeable to the items as stated. By signing, Purchaser(s) have agreed to incorporate this document into the Sales Contract. The above referenced Sales Contract, Option Selection Sheet, signed Addendum between parties and this Addendum represent the entire agreement between parties. Any representation, commitments and/or promises not contained in or specified for in this agreement or subsequent written addendum's executed by all parties shall have no force or effect

Purchaser _____ Date _____
Seller _____ Date _____

Purchaser _____ Date _____