



RESIDENTIAL BROKERAGE

Independently Owned and Operated by NRT, LLC



ADDENDUM

BUILDER ADDENDUM "A"

1. ***PLEASE NOTE ***THAT ALL ADDITIONS AND UPGRADES FROM STONYBROOK HOMES' STANDARD FEATURES MUST BE NOTED ON AN "AMEND/EXTEND DOCUMENT" AND SIGNED BY BUYERS AND SELLER. THE SELLER WILL NOT BE RESPONSIBLE FOR THE PAYMENT AND/OR INSTALLATION OF ANY ITEMS, THAT HAVE BEEN CHOSEN BY THE BUYER, THAT HAVE NOT BE DOCUMENTED WITH FULL EXECUTION OF CONTRACT BY BOTH PARTIES.
2. STONYBROOK HOMES WILL PROCEED WITH THE CONSTRUCTION PROCESS IMMEDIATELY UPON RECEIVING THIS CONTRACT. EXCEPT FOR STANDARD EXTERIOR AND INTERIOR FINISH SELECTIONS, IT IS UNDERSTOOD THAT THIS CONTRACT SUBSTANTIALLY REPRESENTS THE BUYERS' DESIRES. STONYBROOK HOMES INCLUDES AS STANDARD, SELECTIONS THAT ARE SEVERAL TIME UPGRADED TO LIMIT ANY NEED FOR EXTENSIVE CUSTOMIZING. ANY REQUESTS FOR CHANGES MUST BE MINOR IN NATURE AND MUST BE SUBMITTED ON A SIGNED CHANGE ORDER OR AMEND/EXTEND FORM. ACCEPTANCE OF CHANGES DURING THE COURSE OF CONSTRUCTION IS AT THE SOLE DISCRETION OF STONYBROOK HOMES. THE DENIAL OF CHANGES IN NO WAY ALTERS THE OBLIGATION OF BOTH PARTIES AS STIPULATED IN THIS CONTRACT. *****PLEASE NOTE*****CHANGES APPROVED WILL BE PRICED ACCORDING TO MATERIALS, TIME AND LABOR INVOLVED, INCLUDING A 20% CHARGE FOR ALL TOTAL ADDITIONS (EXCLUDING OVERAGES ON CARPET/HARDSURFACE, LIGHTING AND APPLIANCE ALLOWANCES). A CHECK EQUAL TO 50% OF THE COST IS REQUIRED AND WILL BE DEEMED NON-REFUNDABLE. STONYBROOK HOMES REQUIRES ALL SELECTIONS OR CHANGES TO BE FINALIZED NO LATER THAT 8 WEEKS PRIOR TO THE CLOSING DATE TO INSURE A TIMELY CLOSING.
3. IT IS THE SOLE RESPONSIBILITY OF THE PURCHASERS TO LOCK THEIR INTEREST RATE ON THEIR LOAN. IF PURCHASERS CHOOSE NOT TO LOCK THEIR LOAN AT THE TIME OF CONTRACT, THEN PURCHASERS AGREE TO ACCEPT AND CLOSE AT THE MARKET INTEREST RATE AT THE TIME OF CLOSING.
4. IT IS UNDERSTOOD BY THE BUYERS THAT THE BUILDER PROVIDES A PASSIVE RADON MITIGATION SYSTEM AS A STANDARD FEATURE. IT IS UNDERSTOOD BY THE BUYERS THAT IN THE EVENT THE RADON IS TESTED AND FURTHER MITIGATION IS NEEDED, THE SELLER IS RELEASED OF ANY OBLIGATION TO FURTHER MITIGATE.
5. IF BUYER CONSIDERS THE SQUARE FOOTAGE OF THE PROPERTY (LOT SIZE OR SQUARE FOOTAGE OF THE IMPROVEMENTS) TO BE A MATERIAL FACT, BUYER SHALL INDEPENDENTLY VERIFY THE ACCURACY OF SUCH INFORMATION. IF THE SELLER HAS NOT RECEIVED OBJECTION FROM THE BUYER BY THE TIME CONSTRUCTION PROCESS HAS REACHED THE COMPLETION OF DRYWALL, IT SHALL BE DEEMED THAT THE LOT SIZE AND SQUARE FOOTAGE ARE ACCEPTABLE TO THE BUYER. IF THE PROPERTY IS PAST THE DRYWALL STAGE AT THE TIME OF CONTRACT ACCEPTANCE THEN BUYER SHALL HAVE 14 DAYS FROM ACCEPTANCE OF CONTRACT TO VERIFY SUCH INFORMATION. IF NO NOTICE IS RECEIVED BY THE SELLER WITHIN THE 14 DAY PERIOD, IF SHALL BE DEEMED THAT THE LOT SIZE AND SQUARE FOOTAGE ARE ACCEPTABLE TO BUYER.
6. THIS HOME WILL BE BUILT IN SUBSTANTIAL CONFORMANCE WITH THE _____ PLAN. IT WILL REFLECT STANDARDS OF CONSTRUCTION SET FORTH BY STONYBROOK HOMES AND THEIR SUPPLIERS. BLUEPRINTS DO NOT REFLECT THE EXACT CONSTRUCTION DETAILS OF THE HOME.
7. STONYBROOK HOMES, BECAUSE OF SAFETY CONCERNS, WILL NOT ALLOW BUYERS TO ENTER THE CONSTRUCTION SITE DURING WORKING HOURS. EXCEPTIONS TO THE RULE ARE MADE ONLY WHEN THE BUYERS ARE ESCORTED BY A STONYBROOK HOMES' REPRESENTATIVE.
8. STONYBROOK HOMES WILL NOT ALLOW BUYERS TO DEAL NOR CONTRACT DIRECTLY WITH SUBCONTRACTORS DOING WORK ON THEIR HOME BEFORE CLOSING. ALL CORRESPONDENCE MUST GO THROUGH THE LISTING AGENT AND/OR STONYBROOK HOMES.

PREPARED BY: Susan D. Warren, Broker Associate

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BUYER _____ DATE _____

BUYER _____ DATE _____

STONYBROOK HOMES, INC.

SELLER _____ DATE _____

By: MARK DETERS OR BRYAN SPOELMA



RESIDENTIAL BROKERAGE

Independently Owned and Operated by NRT, LLC



ADDENDUM

SOILS ADDENDUM

BUYER HEREBY ACKNOWLEDGES THAT HE HAS BEEN TOLD BY SELLER AND UNDERSTANDS THAT THE SOILS WITHIN THE STATE OF COLORADO CONSIST OF BOTH EXPANSIVE SOILS, WHICH MAY RESULT IN SHIFTING OR OTHER MOVEMENT OF THE FOUNDATION OR OTHERWISE RESULTING IN DAMAGE TO THE STRUCTURAL OR OTHER PARTS OF THE HOME. BUYER FURTHER ACKNOWLEDGES RECEIPT OF A SUMMARY REPORT OF THE SOILS ANALYSIS AND SITE RECOMMENDATIONS FOR THE PROPERTY, IN ADDITION TO A COPY OF "A GUIDE TO SWELLING SOILS FOR COLORADO HOMEBUYERS AND HOMEOWNERS", WHICH DETAILS THE PROBLEMS ASSOCIATED WITH EXPANSIVE SOILS AND THE BUILDING METHODS TO ADDRESS PROBLEMS ASSOCIATED WITH CONSTRUCTION ON SUCH SOILS AND SUGGESTIONS FOR CARE AND MAINTENANCE. A SOILS ENGINEER HAS MADE SOIL INVESTIGATIONS AND TESTS IN THE SUBDIVISION. AT THE TIME OF CONTRACT ONLY, SELLER WILL PROVIDE A COMPLETE COPY OF THE SOILS REPORT FOR THE HOME SITE. SELLER RECOMMENDS TO BUYER THAT BUYER OBTAIN, AT BUYER'S EXPENSE, AN INDEPENDENT REVIEW OF THIS INFORMATION FROM A SOILS ENGINEER SO THAT BUYER CAN MAKE IT'S OWN INDEPENDENT, INFORMED DECISION REGARDING THE SOIL CONDITION UNDER OR AROUND THE HOME. IF BUYER IS DISSATISFIED FOR ANY REASON WITH THE RESULT OF ITS INDEPENDENT REVIEW, BUYER SHALL HAVE TEN DAYS FROM RECEIPT OF THE SELLER'S COMPLETE COPY OF THE SOILS REPORT TO DELIVERY TO SELLER A NOTICE OF RESCISSION. IF TIMELY DELIVERED TO SELLER, THE NOTICE OF RESCISSION SHALL RELEASE BUYER FROM ANY FURTHER DUTIES OR OBLIGATIONS UNDER THE BUYER AGREEMENT, AND SELLER SHALL REFUND THE EARNEST MONEY. IF THE BUYER DOES NOT DELIVER A TIMELY NOTICE OF RESCISSION, BUYER SHALL HAVE WAIVED ANY RIGHT TO TERMINATE THIS AGREEMENT BASED UPON THE SOILS CONDITION UNDER OR AROUND THE HOME. BUYER, FOR HIMSELF, HIS SUCCESSORS AND ASSIGNS, ACCEPTS THE SOILS CONDITIONS OF THE HOME, FOUNDATION DESIGN, BASEMENT FLOOR CONSTRUCTION AND FOUNDATION ELEMENTS INSTALLED AS PART TO THE HOME WITH NO EXPRESSED OR IMPLIED WARRANTIES OTHER THAN THOSE CONTAINED IN THE BUILDER'S WARRANTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TAKING OF TITLE TO THE HOME BY THE BUYER.

BASEMENT FLOOR:
 BUYER ACKNOWLEDGES THAT BUILDING A HOME OR PLACING FLAT CONCRETE ON SOIL CONTAINING COMPONENTS THAT EXPAND WHEN MOISTURE IN THE SOIL INCREASES WILL LEAD TO THE POSSIBILITY THAT THE SOIL WILL EXPAND. EXPANDING SOIL CAN CAUSE CONCRETE AND OTHER SUBSTANCES TO HEAVE AND CRACK. COLORADO ALSO HAS LOW-DENSITY SOILS THAT MAY CAUSE SHIFTING, SUBSIDENCE OR OTHER MOVEMENT. BUYER AGREES TO ACCEPT ALL RISKS OF MOVEMENT AND CRACKING OF THE BASEMENT SLAB, EXCEPT AS SET FORTH IN THE BUILDER'S WARRANTY. BUYER IS AWARE THAT A CONCRETE BASEMENT FLOOR MAY BE SUBJECT TO SETTLING, HEAVING, CRACKING, FLAKING AND DISCOLORATION DUE TO EXPANSION OF THE SOILS BENEATH IT. SUCH CONDITIONS OF THE BASEMENT FLOOR MAY NOT BE ACCEPTABLE AS AREAS THAT BUYER ANTICIPATES FINISHING AS LIVING SPACE IN THE FUTURE. BUYER HEREBY WAIVES AND SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANT ABILITY AND USE, WORKMANLIKE CONSTRUCTION AND FITNESS FOR INTENDED PURPOSE, RELATING IN ANY WAY TO THE FACT THAT THE BASEMENT IN THE HOME IS BEING CONSTRUCTED WITH A CONCRETE BASEMENT FLOOR WHICH MAY HEAVE OR CRACK DURING THE LIFE OF THE STRUCTURE, OR DUE TO THE FACT THAT THE USE OF THE BASEMENT OF THE HOME MAY BE ADVERSELY AFFECTED AND/OR LIMITED BECAUSE OF THE SETTLING, HEAVING, CRACKING, FLAKING AND DISCOLORATION OF THE BASEMENT FLOOR. BUYER EXPRESSLY RELEASES SELLER FROM RESPONSIBILITY FOR ANY AND ALL DAMAGE OF ANY KIND RELATING TO OR ARISING OUT OF THE BASEMENT AND THE INABILITY TO USE THE BASEMENT HABITABLE OR LIVING SPACE.

PROPERTY KNOWN AS: FORT COLLINS, COLORADO 80528

BUYER _____ DATE _____

BUYER _____ DATE _____
By:

STONYBROOK HOMES, INC.

SELLER _____ DATE _____
By: MARK DETERS OR BRYAN SPOELMA