

Canyon Lakes
NEW HOME COMMUNITY ADDENDUM # _____

Seller: _____

Buyer: _____

Property Address: _____

This addendum forms an integral part of the real estate sales contract between Seller and Buyer described above, hereinafter referred to as the "Contract".

Buyer Buyer

____ 1. **TREES.** Buyer is aware that the developer and Seller do not guarantee the life of any sod, landscape and trees, planted or existing, on the property.

____ 2. **EXTERIOR COLORS.** Buyer understands that the Developer and/or Homes Association has the right to approve or disapprove the Buyer's exterior paint color selection. Buyer is required to obtain Developer approval of exterior color scheme prior to submitting them to the Seller. Buyer must submit exterior color paint chips to the community manager at the model home for approval. Failure to obtain approval may result in the need to repaint the house at Buyer's expense.

____ 3. **HOMES ASSOCIATION DUES.** Buyer agrees and understands that the Homeowners Association dues are listed in the new home sales contract and may be increases in the future per the Homes Association Declaration. Additionally, an initial one-time fee of \$935 will be collected at closing: 1) \$250.00 will go towards the cost of mail box installation, and 2) \$300 will go towards the deposit into the reserve account for the Homes Association, and towards the operating account for the Homes Association. After the initial installation of the mailboxes by the Developer, the Buyer will be responsible for routine repair, maintenance and/or replacement of the mailbox. The specifications for the mailbox and post can be obtained from the Homes Association.
3.) \$250 for Initiation Fee and 4.) \$135 for Transfer Fee

____ 4. **PARTIES TO CONTRACT.** The Developer of the subdivision in which the Premises are located is not a party to this Contract and shall not be responsible or liable for the performance or nonperformance hereof.

____ 5. **ACCESS TO PROPERTY.** Buyers acknowledge that during construction, entry onto the property can be hazardous. Buyers agrees to assume the risk of personal injury or property damage if entering the property prior to closing, and agree that they will not enter the property at any time without the accompaniment of the SELLER OR THE SELLER'S REPRESENTATIVE. Buyer specifically releases Developer from any liability for injury incurred on or about the property.

- _____ 6. **CERTAIN OPTIONAL FEATURES.** Buyer acknowledges certain optional shown in model (i.e., decks, basement walkouts, daylight basement windows, 9' basement walls, humidifiers, security systems, hardwood floors, finished basements, upgraded landscape, etc.) may be selected and included in the purchase price at Buyer's expense.
- _____ 7. **HOMES ASSOCIATION DECLARATION.** Buyers acknowledge receipt of Homes Association Declaration and Declaration of Restrictions.
- _____ 8. **EASEMENTS.** Buyer is aware that there are utility and other easements and drainage swales along the front, side and/or back lot lines for the Premises. Buyer acknowledges that Developer has no control over or liability for structures placed in, or under the easement and swales.
- _____ 9. **SPECIAL ASSESSMENTS.** Your lot may be subject to assessments. These and other assessments against your lot are **ESTIMATED**. For more information, you should consult with your title insurance company and City Hall.
- _____ 10. **ZONING.** Buyers are responsible for inspecting area zoning maps, the master development plan of the City and other information about existing or future area uses. This information can be obtained at City Hall. Developer has no control over activities on and uses of land outside of this New Home Community.
- _____ 11. **EROSION CONTROL.** It is the intent of Developer and Seller to comply with federal, state and local erosion control requirements. Buyer understands that Developer and Seller have continuing legal obligations to maintain proper erosion control measures on the property until stabilization of the property, for example through sodding. Buyer grants Developer and Seller reasonable access to the property for the purpose of inspecting and maintaining erosion control devices, until final stabilization of the property is achieved, and agrees not to prevent or inhibit Developer's and Seller's reasonable access. Buyer further agrees not to remove or damage erosion control devices installed by Developer or Seller, and to notify Developer or Seller of any damage to such devices.

Buyer

Seller

Buyer