

**NOTICE: PURCHASERS ARE SUBJECT TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RULE 24 CFG PART 100 ENTITLED IMPLEMENTATIONS OF THE HOUSING FOR OLDER PERSONS ACT OF 1995. THE JORDAN CROSSING TOWNHOME NEIGHBORHOOD AND JORDAN CROSSING HOMEOWNER'S ASSOCIATION, INC., MEETS OR EXCEEDS ALL REQUIREMENTS OF THIS RULE AND SPECIFICALLY REQUIRES THE FOLLOWING:**

- a) ONE OWNER MUST BE FIFTY-FIVE (55) YEARS OF AGE OR OLDER ON OR BEFORE THE DATE OF TRANSFER OF EACH UNIT.**
- b) AT LEAST 80% OF THE OCCUPIED UNITS ARE OCCUPIED BY AT LEAST ONE PERSON WHO IS FIFTY-FIVE (55) YEARS OF AGE OR OLDER.**
- c) NO PERMANENT RESIDENT MAY BE UNDER THE AGE OF NINETEEN (19).**



#### RESIDENTIAL PURCHASE AGREEMENT

THIS NEW CONSTRUCTION RESIDENTIAL PURCHASE AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_, between Innovative Builders of Midlothian, LLC (the "Seller"), and

Name(s): \_\_\_\_\_

Phone (h/wk/cell): \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

(jointly and severally, whether one or more herein the "Purchaser").

This Residential Purchase Agreement, and any addenda, exhibits and disclosures attached thereto are hereby collectively referred to as the "Agreement." In consideration of payment of the Earnest Money 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" hereby agree to the terms and conditions set forth in this Agreement.

PROPERTY OWNER'S ASSOCIATION DISCLOSURE: Seller represents that the property is located within a development which is subject to the Virginia Property Owner's Association Act (§55-508 through 55-516 of the Code of Virginia) (the "Act"). If the property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide to Purchaser. Purchaser may cancel this contract within three (3) days after receiving the association disclosure packet or being notified that the association disclosure packet will not be

available. The right to receive the association disclosure packet and the right to cancel this contract are waived conclusively if not exercised before settlement. The rights afforded the Purchaser pursuant to this paragraph and the Act may be waived in writing by Purchaser in a separate document. Purchaser understands that a two hundred (\$200.00) capitalization fee payable to Jordan Crossing Homeowner's Association will be due at closing. Purchaser understands a portion of the Total Purchase Price paid for the Property will be allocated to Jordan Crossing Homeowner's Association, Inc. for the purpose of defraying the cost to construct amenities. Purchaser acknowledges receipt of a copy of the Property Owner's Association packet.

**1. PROPERTY.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and Purchaser agrees to purchase from Seller property described as:

New Address: \_\_\_\_\_ Lot #: \_\_\_\_\_

Plan: \_\_\_\_\_ Approximate Square Feet: \_\_\_\_\_

Construction Status: To Be Built \_\_\_\_\_ Under Construction \_\_\_\_\_ Completed \_\_\_\_\_

Which shall include the land within the boundaries of the Lot (subject to any easements, conditions and restrictions of record), all improvements constructed or to be constructed thereon and all appurtenances thereto, including any options listed in the Agreement (the "Property"). The house shall be built according to the plans and specifications, which have been agreed upon by Seller and Purchaser and which are now incorporated by reference and made a part hereof. Any changes to such plans and/or specifications must be in writing and signed by both parties. All costs incurred as a result of such plans and/or specifications must be in writing and signed by both parties. All costs incurred as a result of such changes shall be paid by purchaser within a time period established by Seller.

**2. PURCHASE PRICE.** The purchase price to be paid by Purchaser to Seller for the Property is \_\_\_\_\_ (\$ \_\_\_\_\_) comprised of:

Base Price: \_\_\_\_\_

Purchaser's Option(s) (estimated): \_\_\_\_\_

Total Purchase Price: \_\_\_\_\_

The Purchase Price shall be payable as follows:

Deposit: \_\_\_\_\_

Purchaser's Loan: \_\_\_\_\_

Total Purchase Price: \_\_\_\_\_

**3. DEPOSITS.** Concurrent with the execution of this Agreement, Purchaser has tendered an earnest money deposit as set forth above (the "Earnest Money Deposit") which is to be held by Seller and credited toward the Purchase Price at Settlement.

- 3.1. Earnest Money Deposit. The Earnest Money Deposit (including any Additional Non-refundable Money) shall be held by Seller. At Seller's election, the Earnest Money Deposit may be (i) deposited in an interest bearing or non-interest-bearing account (ii) commingled with other Seller funds and/or (iii) used in payment of labor and materials in connection with the construction of the home and other improvements on the Property. Any interest on the Earnest Money Deposit shall be retained by Seller and shall not be applied against the Purchase Price to be paid by Purchaser for the Property or paid to Purchaser in connection with any refund of the Earnest Money Deposit to Purchaser.
- 3.2. Option Deposits. Option Deposits may be required for the Options Addendum, or any Change Order Addendum to be effective. Any Option Deposits required shall be paid at the time of execution of the Option or Change Order Addendum and shall be held by Seller, subject to the same terms and conditions provided for the Earnest Money deposit in Section 3.1, above. All Option Deposits are nonrefundable and if settlement does not occur, provided there is no Seller default, Option Deposits shall be the Property of the Seller.
- 3.3. Application at Closing; Default. The Earnest Money 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 Earnest Money Deposit and the Option Deposits previously paid by Purchaser. Such right is in addition to all other legal remedies seller may have.

**4. SETTLEMENT AND POSSESSION.** Settlement ("Settlement" or "Closing") under this agreement to be on or about: a) 180 days after full execution of this Agreement, b) 150 days from issuance of the building permit and release of contingencies or c) within five (5) days after notification by Seller that the Property has been "completed" whichever occurs last ("Settlement Date" or "Closing Date"), unless selected home is located on lot not currently under construction in neighborhood. The Property is considered "completed" when a temporary or final certificate of occupancy (CO) is issued. In the event any upgrades are not completed or there are unfinished exterior or landscaping work which have been delayed, Purchaser agrees to sign the necessary waiver in order to proceed with Settlement provided Seller executes an agreement acceptable to lender for completion of such work. Purchaser and Seller agree to provide in a prompt manner such documentation as lender may require to process and complete the specified financing. Purchaser shall be entitled to possession of the Property at Settlement unless otherwise agreed to in writing. At Settlement, Seller shall deliver (i) the Deed (defined below), (ii) a mechanic's lien affidavit acceptable to Purchaser's title insurance company as to parties in possession and mechanic's liens, and such certificates or agreements as may be required by state and federal authorities for tax and residency purposes.

Purchaser and Seller each authorize their respective attorney, lenders and/or the settlement agent, to furnish prior to the Settlement date to all parties complete copies of the draft and final closing disclosure/settlement statement for the sale of the Property, including the HUD-1 settlement

statement, the TILA-RESPA settlement statement, the ALTA settlement statement combined, the Seller Closing Disclosure (Seller's CD) and/or Purchaser's Closing Disclosure (Purchaser's CD).

## **5. CHOICE OF SETTLEMENT AGENT AND PREFERRED SERVICES.**

### **A. CHOICE OF SETTLEMENT AGENT:**

Chapter 27.3 (§55-525.16 et seq.) of title 55 of the Code of Virginia provides that the Purchaser has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the Purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to the party. The provisions of Chapter 27.3 (§55-525.16 et seq.) of Title 55 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the Property. The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the Purchaser is entitled to receive a copy of these guidelines from the settlement agent, upon request, in accordance with the provisions of Chapter 27.3 (§55-525.16 et seq.) of title 55 of the Code of Virginia.

### **B. PREFERRED SERVICES:**

Seller has a business relation with C & F Mortgage Corporation, McLean Mortgage Corporation, Prosperity Home Mortgage and the Law Firm of Gordon, Dodson, Gordon & Rowlett located at 10303 Memory Lane, Suite 101, Chesterfield, Virginia 23832. Mortgage Company will pay up to \$\_\_\_\_\_ toward purchaser's closing costs, points and prepaids, if Purchaser uses C & F Mortgage Corporation or McLean Mortgage as his/her lender and Gordon, Dodson, Gordon & Rowlett as his/her closing agent.

It is agreed by all parties that Gordon, Dodson, Gordon & Rowlett at 10303 Memory Lane, Suite 101, Chesterfield, Virginia 23832, as settlement agent, shall complete the required Purchaser's documentation for the lender, shall record as necessary such documentation, and otherwise be responsible for settlement. Settlement shall occur in the settlement agent's office or such as office as parties hereto may subsequently agree upon. **Purchaser may retain an attorney to represent Purchaser's interest ("Purchaser's Attorney") and shall be responsible for fees and cost incurred by Purchaser's Attorney.**

## 6. FAILURE TO SETTLE.

- 6.1. If Purchaser fails to settle on Settlement Date as set forth above, then 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 thirty (30) day period, or part thereof, beyond the initial Closing date until the actual Closing.
- 6.2. Should Purchaser fail to settle on the scheduled Settlement Date, then Purchaser shall pay to Seller the amount of \$150 per day from the scheduled Settlement Date until actual Settlement. The total charge shall be collected and paid to Seller at Settlement. Purchaser shall further be responsible for any additional charges imposed by Settlement Agent as a result of the delay.

**7. SELLER'S SALES REPRESENTATIVE.** The Seller may utilize Sales Representatives representing the Seller in this matter. Sales Representative may be paid a fee by seller for representation in this matter.

Though the Sales Representative will present this contract to Seller and may assist Purchaser in purchasing the property that is the subject of this contract, Sales Representative does not represent purchaser, in any capacity, as to any process of this transaction. Sales Representative's duty is to the Seller and not the Purchaser.

Sales Representative shall not be liable to Purchaser to any cause of action that may arise from this contract.

Purchaser has the right to be represented by a real estate agent of his/her own choice at his/her own expense.

## 8. CONTINGENCIES.

- 8.1. Financing. This contract \_\_\_\_ is / \_\_\_\_ is not contingent upon Purchaser obtaining financing in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). Purchaser shall apply for financing within seven (7) days of execution of this Agreement and diligently pursue financing prior to Settlement.

- 8.2. Other Contingencies:

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**9. VA/FHA/CONVENTIONAL FINANCING OR CASH CONTINGENCY.** If noted below, Purchaser's obligations under this Agreement are conditioned upon the applicable financing contingency:

- 9.1. ☐ VA FINANCING: It is expressly agreed that, notwithstanding any of the provisions of this Agreement, Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described by the Agreement if the agreed purchase price or cost exceeds the reasonable value of the Property established by the Veterans Administration. Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the reasonable value established by the Department of Veterans Affairs. **The Veteran Purchaser certifies that Purchaser intends to occupy the Property as Purchaser's primary residence.**
- 9.2. ☐ HUD/FHA FINANCING: It is expressly agreed that notwithstanding any other provisions of the Agreement, Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Veterans Administration (VA), or a Direct Endorsement Lender setting forth the appraised value of the Property (excluding closing costs) of not less than the Purchase Price. Purchaser shall, however, have the privilege and option of proceeding with consummation of the Agreement without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor the condition of the Property. Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
- 9.3. ☐ CONVENTIONAL FINANCING: It is expressly agreed that, notwithstanding any other provisions of this Agreement, Purchaser shall not incur any penalty by forfeiture of the Deposit or otherwise be obligated to complete the purchase of the Property if the Purchase Price exceeds the value established by the appraiser ("Appraised Value") and Seller does not agree to reduce the Purchase Price to that Appraised Value. Purchaser shall have the privilege and option of proceeding to Settlement without regard to the Appraised Value. In the event the Purchase Price exceeds the Appraised Value and Seller or Listing Firm notifies Purchaser or Selling Firm that Seller agrees to reduce the Purchase Price to the Appraised Value, then this Agreement will remain in force and Settlement shall occur as specified in Paragraph 4 of this Agreement.
- 9.4. ☐ CASH PURCHASE: Purchaser\_\_DOES / DOES NOT wish to order an appraisal. If Purchaser wishes to order an appraisal, the appraisal must be paid for and ordered within ( ) days after ratification of this Agreement.

**10. PRORATIONS AS OF SETTLEMENT DATE.** All taxes, insurance, upkeep, water, rent, homeowner's association assessments and other charges on said Property shall be prorated as of Settlement Date. Purchaser understands that taxes may be based upon estimated assessment at the time of Settlement and may be subject to change. Purchaser agrees to execute, at Settlement, all documents required by VA, FHA, Conventional and/or the lending agency. Seller shall pay all roll back taxes, if any.

## **11. DEED AND TITLE.**

- 11.1. Except as expressly provided in writing, representations and warranties made by Seller herein and all other provisions of this Agreement shall be deemed merged into the deed delivered at Settlement and shall not survive Settlement, unless otherwise provided herein. Seller shall convey marketable and insurable title to the Property by general warranty deed, unless otherwise specified below, subject to any easements, covenants and restrictions of record, which do not adversely affect the use of the Property for residential purposes. Title to the Property shall be conveyed (i) free and clear of all liens, tenancies and encumbrances of every kind except those stated herein, and (ii) with marketable and insurable access to a publicly dedicated road. If Seller, acting in good faith, is unable to have such defect corrected within thirty (30) days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser, in which event Purchaser shall be entitled to the return of the earnest money and neither party shall have any further rights or obligations under this Contract. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph.
- 11.2. Purchaser will be required to purchase a lenders title insurance policy if the Purchaser is obtaining a loan secured by the Property. Purchaser may, at Purchaser's expense, purchase an owner's title insurance policy, which insures Purchaser's title to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its coverage and the title insurer. Purchaser may purchase either "standard" or "enhanced" coverage with coverages having differing rates. Purchaser authorizes Purchaser's lender(s), if any, to include a quote for a premium for an owner's title insurance policy in the Loan Estimate based on enhanced coverage. Purchaser understands that nothing in this Purchase Agreement obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Closing, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer. Purchaser should consult Purchaser's attorney with respect to obtaining owner's title insurance.

## **12. LOAN APPLICATION/LOAN APPROVAL/INTENT TO OCCUPY.**

- 12.1. Purchaser shall, within seven (7) days of ratification of this Agreement, apply for the specified financing through a lender and order and pay for a credit report, authorize appraisal or other requirements of such lender. Unless otherwise indicated below, within seven (7) days of ratification of this Agreement, Purchaser shall apply for the specific financing from (Name of Lender):

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If Purchaser does not comply with the provisions of the previous sentence, Seller shall have the right to terminate this Agreement. Purchaser shall, promptly, diligently and in good faith, undertake each and every action necessary to obtain such financing. If such loan or approval is not obtainable, through no fault of the Purchaser, for any reason, other than Purchaser's failure to have available for Settlement the cash required by this Agreement (except as noted herein),

all parties hereto shall execute the appropriate release agreement, be released from any further liability under this Agreement. The Deposit shall be handled subject to the provisions of Paragraph 3. Except as otherwise provided herein, Purchaser shall pay all costs associated with obtaining the loan(s). Purchaser has responsibility to lock in the interest rate and discount points with respect to such loan(s) if desired. Purchaser's failure to comply with the provisions of this Paragraph shall constitute a default of this Agreement.

Purchaser authorizes lender to keep Seller apprised of progress and status of loan approval, including confirmation of receipt of the appraisal. Should the appraisal indicate an appraised value less than the Purchase Price, Purchaser instructs lender to deliver a copy of the appraisal, applicable portions of the appraisal or affidavit as to value to Seller. Should Purchaser's loan be denied, Purchaser authorizes lender to notify Seller.

- 12.2. Within \_\_\_\_ days of contract ratification, Purchaser must obtain a written non-conditional loan approval subject only to appraisal or Seller shall have the right to terminate this Agreement unless otherwise agreed to in writing by Seller and Purchaser. In the event Seller elects to terminate this Agreement: (i) the Deposit shall be refunded to Purchaser; (ii) all parties shall execute the appropriate release of this Agreement; and (iii) no party to this Agreement shall have any further rights against or obligations to any other party to this Agreement. The rights and remedies set forth in this Paragraph shall be in addition to the rights and remedies specified in Paragraph 17.

Purchaser \_\_\_\_ DOES / \_\_\_\_ DOES NOT intend to occupy the Property as Purchaser's principal residence.

**13. SETTLEMENT EXPENSES.** Except as otherwise stated below, Seller shall pay (i) all expenses, if any for removal of title defects and (ii) those fees charged by lender for the specified financing which, by law, Purchaser is not permitted to pay. Except as otherwise stated herein, all other expenses incurred by Purchaser in connection with this purchase, including without limitation, title examination fees, title insurance premiums, survey costs (including elevation certificate if required by lender), insurance premiums, discount points (unless prohibited by law), prepaids, recording costs, and fees of Purchaser's attorney or settlement agent, shall be paid by Purchaser. The amount of Seller Contributions, if any, shall be inclusive of those fees charged by lender for specified financing which by law Purchaser is not permitted to pay.

**14. CONSTRUCTION OF HOME.** This Agreement includes the construction of a residence on the Property (the "Home"). Construction will begin after the issuance of the building permit and will be completed as per the terms outlined in Section 4 above. Seller is not required to commence construction unless and until Purchaser obtains the written non-conditional loan approval set forth in Section 12.2 above.

- 14.1. Completion of Construction. 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 SHALL NOT BE LIABLE TO PURCHASER FOR ANY DELAYS IN COMPLETION AND WILL NOT REIMBURSE PURCHASER FOR



RENTAL, STORAGE, MOVING, INCREASES IN THE COST OF INTEREST RATE FOR THE LOAN OR ANY OTHER EXPENSE ARISING FROM FAILURE OF SELLER TO ACHIEVE THE ESTIMATED COMPLETION CLOSING DATE. PURCHASERS ARE RESPONSIBLE FOR THE PROMPT AND TIMELY DELIVERY OF INFORMATION AND SELECTIONS NECESSARY FOR UNINTERRUPTED CONSTRUCTION OF THE HOME. IF PURCHASER DOES NOT PROVIDE INFORMATION OR SELECTIONS IN A PROMPT AND TIMELY MANNER, SELLER SHALL HAVE THE RIGHT TO MAKE DECISION, SELECTION, OR COMMITMENTS NECESSARY TO MEET ESTIMATED COMPLETION CLOSING DATE.

- 14.2. Selection of Standard Materials. The Purchase Price includes standard materials in accordance with community specification selected by Seller for the Home including, but not limited to, standard floor coverings, standard appliances and standard cabinetry. Purchaser may select the color and/or materials and/or appliances 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 Change Order Policy. Materials and/or appliances not detailed in the 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 selection by the applicable deadline set forth in Section 14.3, Seller shall have the right to make selection decision. Once selections have been completed and finalized, the contract price will be amended by an addendum. A fifty percent (50%) non-refundable deposit of the total cost of the selections may be required at the time the addendum is accepted and signed.
- 14.3. Change orders and selection of Options. The Purchase Price includes only Seller's standard structural layout for the Home. Purchaser may have an opportunity to select Options offered by Seller in accordance with Seller's Change Order Policy. The price of Options selected by Purchasers shall be added to the Purchase 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 accept any Custom Options. Seller may require an additional non-refundable Deposit for Options selected by Purchaser. Purchaser acknowledges that if the appraisal does not cover such additions they will be paid for in full by certified Check, money order or wired funds by Buyer prior to closing. Purchaser may request a change to certain specified items or materials (a "Change Order"). If the Change Order is accepted by seller, Purchaser shall pay the price difference associated with the Change Order plus an administrative fee of Three Hundred Dollars (\$300) if requested prior to the commencement of construction, plus Ten Percent (10%) of the Change Order if requested after commencement of construction. All Change Order and Addition fees are Non-Refundable. The deadline to request Change Orders or Options is twenty-one (21) days of the Execution Date unless otherwise agreed in writing.
- 14.4. Seller's Right to Change Decisions or Limit Options and Selections. Seller reserves the right to change the design or limit any Options or standard selections offered for the Home. If Seller changes any Option or standard selection for other homes, Seller shall have no obligation to make corresponding changes to the Home sold to Purchaser. Purchaser understands and

agrees that Purchaser is not allowed to make any personal changes or additions to the Home before Closing.

- 14.5. 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 Home with substitutions of similar quality acceptable under government and/or industry standards. If Seller notifies Purchaser that a delay will result from Purchaser's selection, Purchaser shall, within five (5) days, make an alternative selection satisfactory to Seller. If Purchaser does not make an alternative selection within this time period or is unwilling to correct the problem, Seller, at Seller's option, may take whatever corrective action Seller deems necessary including charging Purchaser for such delay and/or making another selection. Seller does not warrant nor guarantee the exact duplication or match of any finish item or color selected by Purchaser.
- 14.6. 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 Home, at completion, may differ from such examples because of variations in dimensions, substitution of materials or minor changes in design. Closing of this purchase constitutes Purchaser's unconditional acceptance of the Home as built (subject to any items Seller agrees to complete after Settlement) without regard to differences between the 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 DO NOT CONSTITUTE A WARRANTY OR REPRESENTATION FROM THE SELLER THAT THE HOME WILL CONTAIN THOSE ITEMS OR THAT THE DIMENSION OF ROOMS IN THE HOME WILL BE THE SAME AS THE MODEL.
- 14.7. Ownership of Construction Plans and Drawings. Purchaser covenants and agrees that the Construction Documents and any and all copies are the exclusive property of Seller and are for use solely by Seller with respect to the Property. Purchaser further acknowledges and agrees that Purchaser is not authorized to use, reproduce, distribute, and/or share with others any portion of the Construction Documents without prior written approval by Seller.
- 14.8. 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, porch, patio, walkway, driveway, and garage of the 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 and to modify and/or adapt the Home design for the Lot. Seller shall determine the siting of the Home on the Lot in its sole discretion. Purchaser acknowledges and agrees that Seller cannot guarantee the survival of any existing trees or vegetation on the Lot and that Seller makes no warranties, express or implied, as to the survival of such trees or vegetation. In addition, Purchaser acknowledges and agrees that Seller cannot grade areas of existing trees or vegetation on the Property and therefore Seller cannot make any guarantees or accept any responsibility for issues related to standing water caused in full or in part by the inability to grade these areas. Seller will remove only trees necessary to

complete construction and improvement of the Property in the sole discretion of the Seller. Removal of any other trees or vegetation shall be the sole responsibility of Purchaser. Seller will sod or seed and straw disturbed areas one time prior to Closing (or upon completion of the exterior improvements if after Closing) and shall not be responsible for re-sodding or re-seeding after Closing. Lawns are not guaranteed after Closing. Seller is not responsible for the survival of any trees or vegetation after Closing.

14.9. Street Lights Electrical Facilities, Utility Pedestals. Street Lights, telephone, cable television and electrical facilities, utility pedestals, and transformers are installed by utility companies. Utility companies may install cable, phone, electric, and other lines and/or equipment on or near the Property in such locations as are determined solely by such 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. Seller is not responsible for settlement over or near underground utility lines.

14.10. New Home Design, 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 the 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 Home based upon any factor or condition of any other homes constructed by Seller in the Neighborhood or elsewhere.

14.11. Soil, Surface and Environmental Conditions. Purchaser understands that varying degrees of expansive clay soils (shrink-swell) found in many areas of the country have been identified in parts of the Central Virginia area. Purchaser acknowledges having been given opportunity to have the property and all its components inspected at Purchaser's expense. NOTICE AND AGREEMENT REGARDING RADON GAS. The United States Environmental Protection Agency (EPA) has indicated that radon gas may escape from some types of soils at elevated levels and become trapped in a residence, regardless of the type of residence or who builds it. The EPA has stated that prolonged exposure to elevated levels of radon gas for a sufficient period of time may increase the risk of certain types of health hazards. PURCHASERS may wish to contact the EPA to obtain a copy of publication PA-402-K92-003 "Consumer Guide to Radon Reduction", at the EPA, Office of Air & Radiation, EPA Region 3, Mid-Atlantic Region, Mail Code (3AP230), 1650 Arch Street, Philadelphia, PA 19103-2029, [www.epa.gov](http://www.epa.gov), Toll free 1-800-438-2474, or phone (215) 814-2086. In addition, PURCHASERS may want to contact the EPA or state or local environmental authorities regarding the risk associated with elevated radon gas levels, methods of detection and measurement, and what if any, remedial measures may be advisable in particular circumstances to reduce risk of radon gas exposure. 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, as it relates to the Property, PURCHASERS release Seller from any present or future claims or liability of any kind

that PURCHASERS may ever have against Seller which in any way relates to the existence of radon gas in or around the property, including, but not limited to any expenses PURCHASERS may incur in any radon reduction methods that PURCHASERS may pursue if elevated levels of radon gas ever occur. This Section shall survive execution and delivery of the deed.

NOTICE AND AGREEMENT REGARDING MOLD. Mold is a type of fungus that occurs naturally in the environment. Not all mold is necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. PURCHASERS may wish to contact the EPA to obtain a copy of Publication EPA-402-K-02-03, "A Brief Guide to Mold Moisture and Your Residence", at the EPA, National Center for Environmental Publications, P. O. Box 42419, Cincinnati, Ohio 42419, [www.epa.gov](http://www.epa.gov), or Toll free 1-800-490-9188. For more information on mold related issues, including mold clean up and moisture control, condensation and humidity issues, you can call the EPA Indoor Air Quality Information Clearinghouse IAQ INFO at 1-800-438-4318. PURCHASERS may also want to contact the Air and Respiratory Health Branch of the National Center for Environmental Health at the Center for Disease Control and Prevention for more information on possible adverse effects on health that may be caused by mold. According to the EPA's on-line Mold Resource Guide, "there is no practical way to eliminate all mold and mold spores in the indoor environment". Growth of mold requires moisture, and control of moisture within a residence is generally recommended as the best way to control the growth of mold within a residence. PURCHASERS should diligently inspect the residence from time to time for excessive moisture and abate unnecessary moisture in a timely manner in an effort to prevent the growth of mold within the residence.

Seller and its employees are not experts on mold. Seller has performed no air or surface tests for mold on or around the property. BUILDER makes no representations, of any kind, regarding the present or future existence of mold or about acceptable levels of or types of mold 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 MOLD AS IT RELATES TO THE PROPERTY. PURCHASERS release SELLER from any present or future claims or liability of any kind that PURCHASERS may ever have against SELLER, which in any way relates to the existence of mold in or around the property, including, but not limited to, any expenses PURCHASERS may incur in any mold abatement method that PURCHASERS may pursue if mold occurs on the property. This Section shall survive execution and delivery of the deed.

Termite Protection. Seller shall provide PURCHASER with a certificate from a licensed exterminator stating soil has been appropriately treated or appropriate protection has been provided.

- 14.12. Safety-Trespass. As a consideration to public safety and for reasons related to insurance requirements, the Purchaser shall not enter the Lot during the construction of improvements unless authorized in writing and accompanied by a representative of the Seller and at a time mutually agreed upon. Purchaser understands that the construction site is hazardous and agrees to comply with the safety rules and requests of Seller and will not hold Seller

responsible for injuries sustained at the construction site. Purchaser hereby releases Seller, its employees, agents, and affiliates from any and all damages and/or injuries which may arise in conjunction with Purchaser entering the Lot or any other portion of the Neighborhood during the construction of the Home or other homes in the Neighborhood to include undeveloped Lots. The provisions of this paragraph shall survive closing and not be merged into the deed.

14.13. Interference with Construction. Purchaser shall not interfere with Seller's construction of the Home. All work pertaining to the Property shall be performed by Seller and its contractors and subcontractors. Purchaser expressly acknowledges and agrees that no work will be permitted to be performed on or to the Property prior to Settlement by Purchaser, Purchaser's representatives, contractors, or agents. Prior to Settlement, private home inspections are not allowed on the Property without prior written authorization from Seller, which authorization may be granted or denied at Seller's sole discretion. Any breach of the provisions in this paragraph will constitute a default by Purchaser of this Agreement.

14.14. Loss of Property. If any part of the Home is damaged or destroyed by casualty prior to Closing, Seller will have the option to restore the Home to its previous condition as reasonably as possible. In the event Seller elects to restore the 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 Home, then this Agreement will terminate and Purchaser will receive a full refund of all Earnest Money 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.

14.15. Inspection by Purchasers. Before Closing, Seller and Purchaser will conduct a joint inspection of the Home and prepare a Walk-Thru Report describing all items which violate the building warranty standards. The Walk-Thru 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 for completion of any items on the Walk-Thru 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 Walk-Thru Report. Purchaser agrees that no part of the Total Purchase Price shall be withheld from Seller or placed in escrow due to incomplete items on the Walk-Thru 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. Purchaser and Seller agree that the purpose of the home inspection is only for the benefit of the Purchaser. If Purchaser elects to have a Home Inspection performed, the home Inspector selected by the Purchaser MUST provide proof of licensure and insurance to the Seller prior to entering the home. If no proof is provided, access will be denied. If Purchaser desires a private Home Inspection, Purchaser must contact Seller at least thirty (30) days prior to the Walk-Thru. The Purchaser's inspection must be completed on the same date as the Walk-Thru or another agreeable day. If the Purchaser wants to present the recommendations from the inspection to Seller, it MUST be done at the Walk-Thru in order to have any of the items considered. While Purchaser may provide copies of any inspection report to Seller, Seller is under no obligation to

perform any repairs recommended in the report unless items in the report represent a violation of any building codes or a material defect in the construction of the home. This Agreement is not contingent on or subject to the results of any such home inspection.

- 14.16. 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 Home is completed and ready for occupancy. Except as required by law, no funds shall be escrowed for completion of exterior site improvements.
- 14.17. Damage from Latent Defects. It is expressly understood that Seller shall not be liable for damages to personal property resulting from latent defects not known to Seller at time of Settlement or at time of occupancy, whichever first occurred.

## 15. REPRESENTATIONS

- 15.1. Purchaser Representations. Purchaser represents and acknowledges 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.
- 15.2. Views, Privacy and Adjacent Land Use. Purchaser acknowledges that the 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 Homes are subject to change. Seller shall have no liability for degradation or destruction of any view from the Home or any loss of privacy arising from development of nearby land or removal of trees or shrubs. Land near the Home, which is not owned by Seller, is not within Seller's control. Seller is not liable for any use or construction of nearby land for commercial, industrial, multifamily, nonresidential, or residential purposes. Seller does not make and Purchaser is not relying upon any representations concerning the future use of any property outside the lot, 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 lot.
- 15.3. Financing. Unless otherwise specified in this Agreement, Purchaser represents that neither this Agreement nor the financing is dependent or contingent on the sale, settlement, lease, or refinancing of other real property.
- 15.4. Reliance. Purchaser acknowledges the Seller is relying upon all of Purchaser's representations, including, without limitation, the accuracy of the financial information given by Purchaser to Seller, Selling Firm, or Listing Firm. If Purchaser makes any deliberate misrepresentation or material omission, or takes any action which results in Purchaser's inability to obtain approved financing, then Purchaser shall be deemed to be in default. Except

as provided otherwise in this agreement, 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 Purchase from obtaining the specified 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 the Paragraph shall be in addition to the rights and remedies specified in Paragraph 17.

## **16. WARRANTIES; LIMITATIONS**

- 16.1. Limited Home Warranty. Seller will provide purchaser with its one year (from date of settlement) builder warranty, as per Virginia Code 55-70.1, covering defects in materials and workmanship subject to limitations and exclusions set out in this agreement.
- 16.2. Limitations of Liabilities and Warranties. PURCHASER UNDERSTANDS AND AGREES THAT THE LIMITED HOME WARRANTY IS PROVIDED BY THE SELLER IN LIEU OF ALL OTHER WARRANTIES, VERBAL AGREEMENTS OR REPRESENTATIONS TO THE EXTENT PERMITTED BY LAW; AND SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO QUALITY FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR OTHERWISE, EXCEPT AS IS EXPRESSLY SET FORTH IN THE AGREEMENT OR AS REQUIRED BY LAW. SELLER UNDER NO CIRCUMSTANCE SHALL BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION THAT MAY ARISE FROM THIS TRANSACTION EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY PROGRAM. ALL DISPUTES THAT ARISE UNDER THIS CONTRACT OR THE LIMITED WARRANTY, INCLUDING DISPUTES THAT MAY ARISE IN THE FUTURE, SHALL BE SUBMITTED TO MANDATORY AND BINDING ARBITRATION. BY EXECUTION OF THIS AGREEMENT, BOTH BUYER AND SELLER AGREE TO BINDING ARBITRATION WITH AN ARBITRATOR CHOSEN FROM THE McCAMMON GROUP AND/OR IT'S SUCCESSORS AND TO BE IRREVOCABLY BOUND BY THE ARBITRATOR'S DECISION WITHOUT RECOURSE OR APPEAL TO LITIGATION. MANDATORY AND BINDING ARBITRATION IS IN LIEU OF A TRIAL OR HEARING IN A COURT OF LAW AND SHALL BE SUBJECT TO THE VIRGINIA UNIFORM ARBITRATION ACT. Purchaser understands and agrees the

warranties of all appliances and other consumer products installed in the home are those of the manufacturer or supplies and same are assigned to Purchaser, effective on the date of closing. In any event, Seller shall not be liable for any personal injury or other consequential or secondary damages and/or losses which may arise from or out of any and all defects. Except for purchases of FHA or VA financed homes, Purchaser acknowledges and understands that the Warranty includes a provision requiring all disputes that arise under the Warranty to be submitted to binding arbitration.

- 16.3. Warranty Service. Repairs or services performed by Seller under the Limited Home Warranty will be performed during normal business hours, Monday through Friday, and to the standards and tolerances in the Limited Home Warranty. SELLER SHALL HAVE THE EXCLUSIVE RIGHT TO DETERMINE WHETHER A WARRANTABLE DEFECT SHALL BE CORRECTED BY REPAIR, ADJUSTMENT, OR REPLACEMENT. THE LIMITED WARRANTY DOES NOT COVER DEFECTS TO OR ON A PORTION OF THE PROPERTY THAT HAS BEEN SUBJECT TO ALTERATION, MISUSE, NORMAL WEAR AND TEAR, ACCIDENTAL DAMAGE (OTHER THAN DAMAGE CAUSED BY SELLER'S EMPLOYEES OR AGENTS) OR HAS NOT BEEN PROPERLY MAINTAINED.
- 16.4. Manufacturers' Limited Warranties. Manufacturers of the consumer products included in the New Home (water heater, HVAC units, 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.
- 16.5. Limitation of Sellers Liability. SELLERS TOTAL LIABILITY TO PURCHASER SHALL IN NO EVENT EXCEED THE LESSER OF REPAIR COSTS OR PURCHASE PRICE OF THE PROPERTY. INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARE EXPRESSLY EXCLUDED. DUE TO THE POROUS NATURE OF CONCRETE, NO DRIVEWAYS, WALKWAYS, OR SLABS WILL BE COVERED BY ANY WARRANTY UNDER ANY CIRCUMSTANCES. INTERIOR PAINT WARRANTY IS LIMITED TO TOUCH UP WORK AND ONLY COVERED WHEN USING A BUILDER APPROVED COLOR AND FINISH.
- 16.6. Purchaser's Liability. PURCHASER'S LIABILITY SHALL INCLUDE ALL DAMAGES INCURRED BY SELLER INCLUDING REASONABLE ATTORNEY FEES INCURRED BY SELLER. IN AN EVENT OF PURCHASER'S DEFAULT ALL DEPOSITS MADE BY PURCHASER SHALL BE FORFEITED TO SELLER.
- 16.7. Survival. The provisions of paragraphs 16.1 through 16.6 shall survive closing and not be merged into the deed.

## 17. MISCELLANEOUS

- 17.1. Agreement Subordinate to Construction Loan. Purchaser is advised that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any construction loan to Seller without the execution of any further legal documents by Purchaser.
- 17.2. Non-Assignment. This Agreement may not be assigned or recorded by Purchaser without the written consent of Seller. Should Purchaser violate this provision, Seller may terminate this agreement.



- 17.3. Affidavits and Certificates. Seller shall deliver to Purchaser an affidavit to the effect that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property or, if labor or materials have been furnished, that the costs thereof have been paid. Seller shall also deliver to Purchaser the certificates required by Sections 1445 (FIRPTA) and 6045 (Form 1099-B) of the Internal Revenue Code and Virginia Disclosure Forms regarding nonresident disclosure.
- 17.4. Notices, Consents, etc. Any notices, consents or other communication required to be sent or given hereunder by any party shall in every case be in writing and shall be deemed properly served if (a) delivered personally, (b) sent by electronic, registered or certified mail, (c) delivered by a recognized overnight courier service, or (d) sent by facsimile transmission to the parties at the addresses as set forth in the Specific Information cover Pages or at such other addresses as may be furnished in writing.
- 17.5. Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.
- 17.6. Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on Purchaser only if such amendment or waiver is set forth in a writing executed by Purchaser, and provide that any such amendment or waiver will be binding upon Seller, only if such amendment or waiver is set forth in a writing executed by the Seller. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach.
- 17.7. Documents. Each party will execute all documents and take such other actions as the other party may reasonably request in order to consummate the transactions provided for herein and to accomplish the purposes of this Agreement.
- 17.8. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other.
- 17.9. Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Agreement, as well as any facsimile, telecopy, or other reproduction hereof.
- 17.10. Construction. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia, without giving effect to provisions thereof regarding conflict of laws.
- 17.11. Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

- 17.12. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof, and may be modified only by instruments signed by all of the parties hereto.
- 17.13. Interpretative Matters. Unless the context otherwise requires, (a) all references to Paragraphs, Sections or Schedules are to Paragraphs, sections or Schedules in this Agreement, and (b) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter and the term "including" shall mean by way of example and not by way of limitation.
- 17.14. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party hereto.
- 17.15. Binding Effect. The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns; that its provisions shall be merged into the deed delivered at Settlement and shall not survive Settlement; that unless amended in writing and signed by Seller and Purchaser, this Agreement contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained; that it shall be construed under the laws of the Commonwealth of Virginia; and that, in case of a default under this Agreement, the prevailing party shall in addition to any damages caused by the other party's default be entitled to recover from the defaulting party the prevailing party's reasonable attorney's fees and cost.
- 17.16. Mechanics Lien Notice. Virginia law (Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property be filed at any time after the work is commenced or the material is furnished but not later than the earlier of (1) last day of the month in which the lienor last performed or furnished materials, or (2) 90 days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.
- 17.17. Displaying Property. SELLER reserves the right to display property until settlement.
- 17.18. Fair Housing Disclosure. All offers shall be considered without regard to race, color, religion, sex, handicap, familial status, elderliness or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdictions.
- 17.19. Notifications. The contractor will comply with all local requirements for building permits, inspections, and zoning. This contract did not result from a door-to-door solicitation, and as such is not subject to cancellation by the parties. Purchaser acknowledges that this property may be toured by prospective buyers until Settlement. Should Purchaser select a lot using a preliminary and unrecorded plat, Purchaser acknowledges and agrees that additional easements for utilities, drainage, road turn-around, etc. may be necessary and final lot

dimensions may deviate from original plan. Purchaser agrees that this contract is subject to Seller reviewing and accepting lot for site conditions which may require additional expense. Purchaser hereby gives Seller, its successors and assigns, full permission to use, publish, and copyright photographic prints and any other reproductions of the Property, or any part thereof, for advertising, publicity, and for any and all bonafide commercial purposes whatsoever.

17.20. Adjacent/Neighborhood Parcels. The Owner makes no representation with respect to any matters which may pertain to parcels adjacent to the subject parcel. Purchaser should exercise whatever due diligence a particular purchaser deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement.

17.21. Megan's Law. Purchaser should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et. seq.) of Title 19.2, including how to obtain such information. Such information may be obtained by contacting your local police department or the Department of the State Police, Central Criminal Records exchange, at (804) 674-2000, or visit their website at [WWW.VSP.STATE.VA.US](http://WWW.VSP.STATE.VA.US).

17.22. Building Plans/Codes. Seller represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§36-97 et. seq.) that affect the safe, decent, and sanitary living conditions of the property of which the Seller has been notified in writing by the locality. Seller makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§10.1-2100 et seq.) adopted by the locality where the property is located pursuant to §10.1-2109. Purchaser(s) shall exercise whatever due diligence they deem necessary to determine whether the provision of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas. Pursuant to Virginia Code §15.2-2306 Purchaser(s) shall exercise whatever due diligence they deem necessary to determine whether the provisions of any historic district ordinance affect the property, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts prior to settlement. The seller makes no representations with respect to any matters which may pertain to parcels adjacent to the subject parcel. You should exercise whatever due diligence you deem necessary with respect to adjacent parcels in accordance with the terms and conditions as may be contained in the purchase contract, but in any event prior to closing. You should exercise whatever due diligence you deem necessary with respect to information on any sexual offenders registered under Chapter 23 (Section 19.2-387, et seq.) of Title 19.2, whether the owner proceeds under subdivision of 1 or 2 subsection A of Section 55-519. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000 or [www.state.va.us/vsp/vsp.html](http://www.state.va.us/vsp/vsp.html). **Unless otherwise noted in a separate Addendum, Seller has no knowledge of (i) whether mining operations have previously been conducted on the property, or (ii) the presence of abandoned mines, shafts or pits.**

17.23. Elevator. Purchaser understands and agrees to maintain telephonic communications in elevator unit, if property is so equipped, and accepts all liability for failure to comply with this provision. Seller hereby advises Purchaser to obtain an extended maintenance and service contract on the elevator.

## 18. OTHER PROVISIONS.

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## 19. ADDENDA (attached as part of the agreement).

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Seller:

Innovative Builders of Midlothian, LLC

Kevin J. Sanford, Managing Member

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Date: \_\_\_\_\_

Purchaser:

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Purchaser:

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Date: \_\_\_\_\_