

**ADDENDUM TO REAL ESTATE AGREEMENT**

**BUYER:** \_\_\_\_\_

**SELLER:** Sisters Woodlands Development Inc.

**PROPERTY ADDRESS:** \_\_\_\_\_ **LOT #** \_\_\_\_\_

SELLER AND BUYER AGREE THE FOLLOWING SHALL BE PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

**1. Construction Site Access:** Buyer understands they do not own the house or property until escrow has closed. Due to liability and jobsite safety hazards, Buyer and Representatives are not allowed to access the construction site at any time prior to closing without an appointment coordinated by Seller's Broker. Buyer acknowledges that even though Sisters Woodlands Development Inc has made precautions to ensure any risk of damage or injury is minimized, Buyer, in exchange for the opportunity to view the job site, expressly assumes the risk of any damage or injury that may occur during their visit. After a written notice, Seller reserves the right to terminate this agreement for additional failure by Buyer, their Representatives and/or Buyer's Agent to adhere to these restrictions.

**2. Commencement of Construction:** Sisters Woodlands Development Inc cannot guarantee a commencement date prior to permit issuance. Buyer and their Agents understand that changes during the pre-construction and construction process may delay the start of construction. Upon commencement of the Work, the Seller will confirm and/or update the "Closing Date" defined on line 384 in the Real Estate Sales Agreement (only applies if construction has not yet begun).

**3. Ongoing Construction:** Buyer acknowledges/agrees the home site is within an active and on-going construction zone. Following closing it is understood and agreed regular and routine construction activity within the Subdivision will continue to occur until all vacant lots are built-out. Construction activity and work hours shall be conducted in accordance with the City of Sisters Administrative Code Chapter 8.16.

**4. Unexpected Delays:** Seller shall be entitled to an adjustment in the closing date for changes in the time of performance directly attributable to a Force Majeure Event (event, circumstance or condition that was unexpected and beyond the control of both parties or their respective contractors, subcontractors, or suppliers at any tier below them including: Act of God or the public enemy; Acts or omissions of any government entity including, without limitation, permit delays not attributable to the fault of the Owner or Contractor; Fire or other casualty for which Contractor or its Subcontractors at any tier were not responsible; Quarantine or epidemic; Strike or defensive lockout; Adverse weather for the period of time, which could not have been reasonably anticipated and had an adverse effect on the scheduled construction; Supply chain/material availability issues) provided it gives Buyer a written Notice of Delay (with a new completion time). In the event of any occurrence likely to cause a delay, the Seller shall act in

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

a good-faith reasonable effort to minimize and mitigate the delay impact of any such occurrence. Seller shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by a Force Majeure Event or otherwise. Buyer acknowledges and agrees that the completion date is an estimate. Buyer agrees to close escrow on property within 10 business days of the issuance of the Certificate of Occupancy.

**5. Winter Weather Conditions:** Buyer and Seller agree the winter climate in Sisters, Oregon may alter standard techniques, sequencing and methods used by Seller's Contractor to ensure the finished quality of the home is not impacted due to environmental conditions. For homes constructed during periods of inclement weather Buyer and Seller acknowledge the following: 1) Cold weather concrete practices shall be utilized to prevent concrete from freezing. As part of this process insulating concrete blankets may be used to protect concrete slabs and flatwork. Use of blankets may cause a "mottled" color in the finish of the slab or flatwork. 2) During the framing process accumulating rain, snow and ice may collect in the crawl space of the home that is non-preventable due to weather and timing. The Seller's Contractor shall use their best efforts to prevent this from happening and take measures to dry the space out as soon as practicable. In the event that moisture in the crawl space results in the formation of any mold or mildew the Seller at their expense shall engage Energy Conservation Insulation (ECI) of Bend, Oregon to treat and remediate the space. Upon completion of any needed remediation work and prior to closing, the Seller shall provide an inspection and certification report from ECI to demonstrate the crawl space is free of any mold or mildew. 3) Throughout the course of construction, the Seller's Contractor shall monitor and document the moisture content of the lumber, timber(s), engineered joists / trusses and sheathing used for the framing process. During this process if the Contractor observes average moisture content readings above 13% in the materials, construction may temporarily be suspended for materials to dry-out. Properly dried and protected materials will ensure the framing of the home is not subjected to excessive shrinkage which can result in quality control issues with finish materials, drywall, flooring and operation of doors and windows. During the course of construction if the Seller's Contractor is required to take temporary measures and steps to prevent the impacts as noted above, the Seller shall be responsible for all costs associated with these measures and acknowledges the final sales price includes these provisions.

**6. Quality and Materials:** Buyer acknowledges that in the interest of continuous product improvement and availability of products and materials, Seller reserves the right to modify material and system specifications with comparable or equal quality to meet the design intent.

**7. Material Variations:** Due to the use of natural wood products there may be some variation in the final flooring and cabinetry colors and any other wood based products.

**8. Buyer Upgrades:** As part of the sales process, Buyer and Seller will finalize Buyer selected upgrades and adjust pricing to establish the final purchase price. Buyer agrees to place in escrow a dollar amount equal to 50% of the upgrade costs over the agreed upon base price. Buyer understands failure to close this transaction for any reason, provided Seller is not in default under this agreement, that these funds are non refundable and have been released to the Seller. Buyer and agents understand that site layouts and floor plans used in marketing and advertising are for illustration purposes only. Options or upgrades shown on said layouts will not be included in sale unless mutually agreed upon in writing. Buyer acknowledges model home is a mixture of standard products and options and upgrades. Buyer is advised upgraded products advertised in the model home are available at an additional cost option to Buyer.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

**9. Landscaping Provision:** Landscaping included with the sale of a home may be installed after closing as a result of plant availability, weather and planting windows for survivability. During the process of construction Sisters Woodlands Development Inc may opt to remove trees from home sites due to floor plans, site layouts and underground utilities. This is at Sellers sole discretion and Seller does not represent that all existing trees on the home site will remain. Seller cannot guarantee the life of remaining trees and the Buyer assumes responsibility after close of escrow. Additionally, Buyer assumes responsibility after close of escrow for all landscaping. "Common Area" landscaping will not be accessible or ready for use upon Closing. Sellers, at their discretion, will turnover the Common Areas for use once 100% of construction is completed for each phase.

**10. Steps in Foundation:** Buyer understands that due to the home site elevation grade (I.E: front to back, side to side) steps may be required in the following locations: house to back patio, garage to house, house to porch, porch to walkway, walkway to driveway. Buyer acknowledges that any grade altered after closing from original drainage slope is Buyer's responsibility and assumes the liability of drainage issues.

**11. Professional Inspection:** Sisters Woodlands Development Inc encourages use of OREF 026 New Construction Professional Inspection Addendum and a professional inspection of their new construction homes. If Buyer elects a professional home inspection it must take place after the certificate of occupancy has been issued and at a minimum of 3 days prior to the New Home Orientation. Any items listed by Inspector, requested by Buyer to be addressed, must be submitted as an addendum to the contract. Seller will review items and will determine what will be corrected within normal industry standards. Seller does not guarantee a review and correction on items outside industry standards and/or the sole opinion of an inspector. Buyer understands items addressed in Addendum may not be completed prior to closing and/or the completion date may be extended due to additional time needed to address these items.

**12. Homeowner Orientation:** An Agent of Sisters Woodlands Development Inc will schedule a new homeowner orientation meeting after receipt of the certificate of occupancy. Every new Homeowner will receive a New Homeowner Manual at the orientation meeting from Sisters Woodlands Development Inc . Developer will provide the Buyer with an Owner's Maintenance Guide; Orientation Checklist; Information on the included 2-10 Homebuyers Warranty program.

**13. Marketing Disclosure:** Buyer acknowledges their home site, home and or community may be used in photographs for advertising purposes for Sisters Woodlands Development Company before and or after title has been transferred.

**14. Utility Transfer:** Any utilities listed under Sisters Woodlands Development Inc will be stopped/canceled as of the closing date. Prior to closing it is the Buyer's responsibility to contact all utility providers for connections and service. Buyer agrees to transfer all utilities to Buyer's name no later than the closing date. Buyer is responsible for the cost of any utility services that occur after the closing date.

**15. Lending Guidelines:** Buyer understands and agrees that it is 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. It is recommended Buyer communicate with their Lender and Realtor before locking in a loan rate. Due to it being new construction, with possible upgrades, and lack of comparables, Buyer acknowledges that the purchase agreement is not contingent on the home appraising for the actual final sales price. In the event the appraisal is less than the purchase price, the buyer(s) agree to pay the difference with cash at closing.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

**16. Closing Date/Possession Date:** Closing may occur prior to the stated contract closing date if agreed upon by both Buyer and Seller. In the event of delayed closing due to Buyer, Seller has the right to charge Buyer \$100/calendar day through closing. An extension addendum with a new closing date is required. Per diem amount to be deposited in escrow prior to extension. If closing occurs earlier Buyer will be refunded the daily rate for days paid past closing. Keys will not be released to the Home Owner until verification of title transfer (recording) and funds have been deposited. Early occupancy of the home and or garage will not be granted due to liability constraints.

**17. Developer and Contractor:** Seller assigns and grants to Buyer, all interest, rights, remedies and warranties expressed in the Construction Contract between Sisters Woodlands Development Inc. and CS Construction including but not limited to all contract exhibits, subcontracts, drawings, plans, specifications or permits that are part of the agreement between Sisters Woodlands Development, Inc. and CS Construction.

**18. Contract Exhibits and Addendums:** The attached Selection Form, Spec Document, Permit Plans, Landscape Plans and Contractor Documents are Addendums of the Sales Agreement.

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Seller Signature: \_\_\_\_\_ Date: \_\_\_\_\_