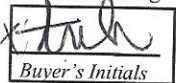


NEW CONSTRUCTION PURCHASE AND SALE AGREEMENT

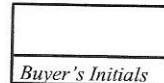
03/08/2019

1. **Purchase and Sale.** As a result of the efforts of Re/max Legacy, a licensed Broker (herein referred to as "Selling Broker") and Chafin Realty Inc, a licensed Broker (herein referred to as "Listing Broker"; Listing Broker and Selling Broker being hereinafter sometimes collectively referred to as "Brokers"). Acting on behalf of the Seller (or as otherwise stipulated hereinafter), the undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land lying and being in Land Lot 0 of the 00 District, 0 Section of Jackson County, Georgia and being known as Address 442 Miracle Court, City Hoschton Zip Code 30548 MLS # _____ FMLS # _____ according to the present system of numbering in and around this area, being more particularly described as Lot 24, Block A, Unit _____, Phase/Section 1, of Charlotte Estates subdivision, as recorded in Plat Book _____, Page _____, Jackson County, Georgia records together with the following which are presently a part thereof or attached thereto or which may become a part thereof or attached thereto: all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures, all plants, trees, shrubbery, together with all the improvements thereon and all appurtenances thereto being hereinafter collectively referred to as "Property". The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this agreement by reference.

2. **Purchase Price and Method of Payment.** Buyer warrants and represents that at the time of closing Buyer will have sufficient cash available (together with the loan or loans, if any, as described herein) to complete the purchase contemplated herein and the Buyer (according to his actual current knowledge.)


Buyer's Initials

does ("Sale of Buyer's Property Contingency Exhibit "attached) or


Buyer's Initials

does not have real property

to sell or lease in order to complete the purchase contemplated herein, and in the event of a "does not" selection above, Buyer further warrants that failure to sell or lease the current residence or any other property will not be grounds for refund of earnest money in the event of loan denial.

The Purchase Price of said Property shall be:

Two Hundred and Eighty-Seven Thousand Dollars and Zero Cents

Dollars (U.S.) \$ **\$ 287,000.00**

To be paid as set forth in subparagraph A, or B [Select A, or B, below the others are not a part of the Agreement]:

☒ **A. All CASH AT CLOSING:** At Closing Buyer shall pay purchase price to Seller in cash or its equivalent. Buyer's obligation to close shall not be contingent upon Buyer's ability to obtain financing. Buyer shall pay all usual and customary closing costs.

B. WHERE NEW LOAN IS TO BE OBTAINED: Buyer shall disclose to Listing Broker in writing immediately, upon loan application(s), the name(s) of the lender(s) to which Buyers has applied.

(1) **Loan Terms:** This Agreement is made conditioned upon Buyer's ability to obtain (as herein defined) a loan in the principal amount of _____% of the purchase price or \$ N/A, to be secured by a first lien security deed on the above-described Property; said loan to be paid in consecutive monthly installments of principal and interest over a term of not less than 30 years. "Ability to obtain" as used herein means that the Buyer is qualified to receive the loan described herein based upon the lender's customary and standard underwriting criteria. Proceeds of said loan together with any balance of such purchase price, shall be paid in cash or its equivalent by Buyer to Seller at closing. This loan shall be a [Select (a), (b), and/or (c) or (d), below. The others are not a part of this Agreement].

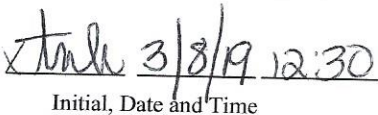
a. ☐ **Fixed Rate Mortgage Loan** with an interest rate of not more than 5 % per annum on the unpaid principal balance.

b. ☐ **Adjustable Rate Mortgage ("ARM") Loan** with an initial interest rate of not more than 5 % per annum on the unpaid principal balance. The interest rate payable to lender by Buyer may increase or decrease according to the terms of said loan, and as a result, the monthly installments of principal and interest payable by the Buyer may increase or decrease.

c. ☐ **FHA Loan** or ☐ **VA Loan** or ☐ **Conventional**

(2) **Interest Rate Fluctuation:** Buyer and Seller acknowledge and agree that interest rates on first mortgage loans may fluctuate between the date this instrument becomes a Binding Agreement and the date of closing. Accordingly, Buyer agrees that anything contained in the Loan Terms paragraph above, to the contrary notwithstanding, a loan with an interest rate not more than two percent (2%) higher than that interest rate set forth in the Loan Terms paragraph, above, and a monthly payment not greater than that resulting from said increase in interest rate, shall be acceptable to Buyer

(3) **Closing Costs:** Closing costs including Georgia intangible tax, State transfer tax, Soil Certification/Bond (termite letter), cost of survey, all Lender fees, and/or any prepaid items for said loan in a sum **not to exceed \$ 1500** to be paid by the **SELLER** Buyer shall pay any costs exceeding said sum. Seller shall provide survey and said survey shall be included as part of closing costs: whether or not required by Lender. If Buyer is obtaining an FHA or VA Loan, and is paying closing costs, it is understood and agreed that Seller shall not


Initial, Date and Time

pay any fees including but not limited to underwriting, tax service, document preparation fees or courier fees which are not permitted to be charged to an FHA or VA Borrower. Should Buyer choose a loan program where Seller is precluded from paying the total amount of closing costs and/or prepaid items agreed to herein, then Buyer shall not be reimbursed for any difference in the amount the Seller agreed to pay versus what can actually be paid under any such loan program. Any sum not used at closing shall be retained by Seller. Management fees for preparing HOA letters are considered a Closing Cost.

- (4) **Loan Discount:** Seller shall pay any loan discount payable in connection with said loan in a sum not to exceed Zero % of said loan amount.
- (5) **Private Mortgage Insurance Premium:** The initial private mortgage insurance premium, if any, for said loan and any portion of private mortgage insurance premium, whether in installment or lump sum, as required by lender, shall be paid by Buyer.
- (6) **Loan Application:** Buyer agrees to make application for said loan within Seven calendar days from Binding Agreement Date, to pursue said application diligently and in good faith, to execute all papers, to provide all documents, to perform all other actions pursuant to obtain said loan and to accept such loan if approved by a lender. In the event of loan denial, Buyer shall promptly notify Seller. Buyer agrees to pay for credit and appraisal fee at loan application, which Buyer acknowledges are non-refundable and pay all monthly deposits as required by lender. Seller reserves the right to choose surveyor and closing attorney and to approve permanent lender.
- (7) **Escrow Deposit:** If required by lender, Buyer shall, in addition to the payment of principal and interest upon said loan, pay at closing the amount of money necessary to establish an escrow account and shall also pay, along with each monthly payment of principal and interest, such other amounts as lender may require, including but not limited to, advalorem taxes, hazard insurance premiums, and private mortgage insurance.
- (8) **Loan Proceeds:** Proceeds of said loan, together with any balance of such purchase price, shall be paid in cash or certified funds by Buyer to Seller at closing.
- (9) **Buyer's Loan Responsibility:** Buyer acknowledges and represents that he has not relied upon the advice or representations, if any, of Broker or Broker's Affiliated Licensees regarding the type of loan or the terms of any particular loan program to be obtained by Buyer. Buyer agrees to hold harmless Seller, Listing Broker, Selling Broker, and their Affiliated Licensees from any and all claims or loss whatsoever arising out of Buyer's application and commitment for any loan and with respect to the terms of the instruments evidencing or securing said loan. **Buyer represents that he will, by the stated closing date in paragraph 20, section A, have the funds (including down payment, closing costs, prepaids, and/ or any other monies needed to close said loan) available to close on the loan applied for in paragraph 2, section B; any failure by Buyer to have said funds shall constitute a Buyer's Default for which the Seller can exercise the remedies provided in the default provisions of this agreement. Buyer agrees that subsequent to the Date of Acceptance of this agreement by Seller, Buyer will not voluntarily undertake any financial obligation, or change Buyer's credit status, or financial condition, so as to render Buyer ineligible for the financing contemplated by this agreement; any such change shall constitute a Buyer's Default for which the Seller can exercise the remedies provided in the default provisions of this agreement.** Additionally, Buyer expressly authorizes Buyer's Lender to provide Seller and/or Broker with information they may request regarding the status of Buyer's loan and agree to sign a separate authorization for such purpose, if required by Buyer's Lender as a condition to the release of such information. The making of any false statements in any materials submitted to a lender in conjunction with Buyer's application for a loan as contemplated hereby, or Buyer's failure to fully and timely comply with Buyer's obligations set forth in section #2 pertaining to financing subsection B-#7, shall constitute a Buyer's Default for which Seller can exercise the remedies provided in the default provisions of this agreement.
- (10) **Loan Options:** (a) Buyer understands and acknowledges the possibility that many different loan programs, available from many different lenders, may well fit within the description of the loan set forth herein. No attempt has been made by Buyer to describe exactly all of the particular terms and conditions of said loan. The economics of this transaction, as bargained for by the parties, are such that Buyer agrees that a loan with terms consistent with those described herein shall be acceptable to Buyer and shall satisfy this loan contingency. (b) Buyer, at his option and without voiding this agreement, may also apply for a loan with different terms and conditions and close the transaction provided (1) all other terms and conditions of this Agreement are fulfilled; and (2) the new loan does not increase the cost charged to the Seller. Notwithstanding the foregoing, Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein.

3. Title.

A. **EXAMINATION.** Buyer shall have a reasonable time after the Binding Agreement Date to examine title and to furnish seller with a written statement of objections affecting the marketability of said title. Seller shall have the opportunity (but not an obligation) within a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer evidenced by written notice to Seller, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. It is understood and agreed that the title herein required to be furnished by Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia. It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objections on the part of the Buyer provided the Seller furnishes the affidavits or other title papers, if any, required in the applicable Standard to cure such defect.

B. **WARRANTY.** Seller warrants that he presently has title to said property. At the time of closing, Seller agrees to convey good and marketable title to said property by limited warranty deed, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said property (2) general utility, sewer, and drainage easements of record upon which the improvements do not encroach: (3) subdivision restrictions and covenants of record, and (4) leases, other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in this agreement, Buyer agrees to assume Seller's responsibility thereunder to the tenant and to the broker who negotiated such leases. Seller shall provide Buyer with an affidavit at closing stating that all bills for labor and materials have been paid in full, or will be paid from the closing proceeds.

C. **TITLE INSURANCE.** Buyer acknowledges that owner's title insurance may be purchased at closing at Buyers expense

Initial
Buyer's Initials

x Initial - 3/8/19, 12:30
Initial, Date and Time

4. **Destruction of Property** Should the Property be destroyed or substantially damaged before time of closing. Seller shall immediately notify Buyer. In the event Seller does not elect, within ten (10) days after receipt of notification of the amount of insurance proceeds, to repair said damage, the Buyer may elect, within ten (10) days after notification by Seller of Seller's intent not to repair said damage. (A) to cancel this Agreement and have earnest money returned to Buyer or (B) to consummate this Agreement and receive, at closing, such insurance as is paid on the claim of loss. Notwithstanding the foregoing, Buyer's election shall be made no later than 60 days after the Property is destroyed or substantially damaged.
5. **Flood Insurance.** If flood insurance is desired by Buyer, or required by Buyer's lender, Buyer shall pay for said flood insurance
6. **Soil Treatment Bond.** At Closing, Seller shall provide Buyer a current Soil Treatment Certification/Bond (termite letter), and the cost will be considered a closing cost. If any additional inspection and/or reports are requested by Buyer or Buyer's Lender, costs, if any, for such inspection(s) and/or report(s) shall be paid by Buyer.
7. **Inspection.** Seller certifies that improvements to the property have been, or will be, constructed within and according to applicable state minimum standard building codes, as modified by the local jurisdiction in which the Property is located. Buyer agrees to assume all responsibility for the acts of himself, his inspectors, and representatives in exercising his rights under this paragraph and agrees to hold Seller, Broker and Broker's Affiliated Licensees harmless for any damages or injuries resulting there from. If Buyer hires an inspector, the inspector must be State certified, have general liability insurance and workmen's compensation. The inspection of the Property shall include, but is not limited to: all systems (e.g., heating, ventilation, and air conditioning, plumbing, water/well, septic, electrical, pool and spa); structural components (e.g., understructure, roofing, and gutters); drainage and excessive moisture. Buyer waives any objection to matters disclosed by inspection, which are of a purely cosmetic nature.

A..INSPECTION

1. Buyer shall within three(3) calendar days from receiving notice from Seller to set up a walk-through, make such inspection and either (a) accept Property in its present by letting this contingency expire or (b) furnish to Seller a copy of the Inspection Report with a written Amendment to this Agreement setting forth only those items in the inspection report that do not meet applicable state minimum standard building codes, as modified by the local jurisdiction in which the Property is located, which Buyer requests, be repaired and/or replaced and which do not constitute substantial upgrade to the Property. If Buyer does not do (b) within the time period set forth above, this paragraph this contingency shall be deemed waived by the Buyer.
2. Seller shall within five (5) calendar days from receiving a copy from Buyer of the Inspection Report with a written Amendment to this Agreement requesting repairs; either (a) sign the written Amendment, thereby agreeing to provisions therein, or (b) submit to Buyer a written counter Amendment. If Seller does neither (a) nor (b) within the time period set forth above, Buyer shall, within three (3) calendar days after the Seller has received the inspection report amendment for over 5 days with no response, either (c) accept the Property in its present condition by written notice to Seller; or (d) terminate this Agreement by written notice to Seller, in which case Holder shall return the earnest money to Buyer. If Buyer does neither (c) nor (d) within the time period set forth above, this contingency shall be deemed waived by the Buyer..
3. If Seller submits the written counter Amendment described above, Buyer shall, within three (3) calendar days from receiving Seller's written counter agreement for Buyer's inspection amendment, either (a) sign the Seller's written counter Amendment, or (b) terminate this agreement by written notice to Seller, in which case. Holder shall return the earnest money to Buyer.

B. PROPERTY ACCEPTANCE. Seller's responsibility in connection with this Inspection paragraph shall cease at closing, and closing shall constitute Buyer's acceptance of the Property unless provision to the contrary is made in writing.

8. **Walk Through.** Whether or not Buyer has earlier inspected the Property, prior to closing, Buyer and Seller's representative shall "Walk Through" the home and execute a "Walk Through List" specifying the items that remain to be completed in the home. Buyer acknowledges that Seller will make it's best effort to complete all items specified in the agreed upon "Walk Through List" on a timely basis as soon as reasonably possible after Closing, and said "Walk Through List" shall survive Closing, but if any repairs, touch-ups or adjustments are incomplete, this shall not constitute a valid reason for Buyers failure to close. Buyer further agrees that there shall be no withholding of any of Seller's proceeds at Closing for any such "Walk Through List" items without the written approval of the Seller. Seller shall not accept from Buyer or Broker "Walk Through Lists" of items to be completed until the official "Walk Through" is conducted with Seller's representative prior to closing. Buyer acknowledges that the only criteria that will be used to compile the "Walk Through List" are set forth in the Seller's Warranty Program and if no criteria are set forth either as part of the warranty or in the event there is no written warranty, then customary and generally accepted area building industry criteria or standards will be used to compile the "Walk Through List". Purchaser also acknowledges that Seller is not required and will not perform any work that would exceed the approved or generally accepted criteria.
9. **Home Warranty:** Buyers acknowledges that a copy of the warranty indicated below has been given to Buyer at time of contract. The warranty

comes with this home, By signing this agreement Purchaser acknowledges receipt of a copy of said Quality Builders Warranty Program limited 10 year warranty and accepts the terms and conditions of said warranty. Attached is the Warranty Addendum that is made part of this contract.

10. **Responsibilities to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and/or delivered by such parties at time required to fulfill the terms and conditions of this Agreement.
11. **Earnest Money.** Buyer has paid to (Chafin Realty) ("Holder") earnest money in the amount of \$4000 been received by Holder. The earnest money shall be deposited in Holder's interest bearing escrow/trust account (with Holder retaining the interest) within seven (7) banking days after this Agreement becomes binding, and the earnest money shall be applied towards the purchase price of the Property at the time of closing. In the event any earnest money check is not honored for any reason by the bank upon which it is drawn, Buyer shall deliver good funds to Holder within three (3) days of said bank's notice to Holder. In the event Buyer does not timely deliver good funds, Seller in its sole discretion, shall have the right to terminate this Agreement upon written notice to Buyer. Holder shall disburse the earnest money as follows: (1) upon the failure of the parties to enter in a binding agreement; (2) at closing; (3) upon a written agreement signed by all parties having an interest in the funds; (4) upon order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (5) upon written notice from Seller that Buyer is in default under the terms of this Agreement. Following any disbursement in accordance with said terms, Holder thereafter shall be relieved from any and all liability or obligation relating to the earnest money or this Agreement.


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Initial, Date and Time

12. **Non-Refundable Deposit.** In addition to, or in lieu of any earnest money mentioned in section 12 of this Agreement, Buyer has paid to Seller a non refundable deposit, not subject to any contingencies, of \$ 1000. If Buyer does not close on this property Seller will retain as liquidated damages all non-refundable Deposits hereunder, it being agreed between the parties that said non-refundable Deposit represents a fair and reasonable estimate, as of this date, of the damages which Seller would suffer upon any such breach, actual damages being difficult or impossible to determine. Buyer acknowledges and agrees the retention by Seller of said non-Refundable Deposit does not constitute a penalty but, rather, an estimate of damages. If Buyer closes on this Property the non-refundable deposit will be credited to Buyer at said closing.
13. **Brokerage.** In negotiating this Agreement, Broker has rendered a valuable service for which reason Broker is made a party to enable Broker to enforce his commission rights hereunder against the parties hereto on the following basis. Seller agrees to pay Broker the full commission when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of Seller's covenants herein, then Seller shall pay the full commission to Broker immediately, and Broker, at the option of Buyer, shall return the earnest money to Buyer. Buyer agrees that if Buyer fails or refuses to perform any of Buyer's covenants herein, Buyer shall forthwith pay Broker the full commission immediately. Commission to be paid in connection with this Agreement has been negotiated between Seller and Broker and shall be \$ N/A or 6 % of the Purchase Price, due and payable upon transfer of title (closing) or as otherwise provide herein. In the event this sale is made in cooperation with another Broker, Selling Broker shall receive 3 % and Listing Broker shall receive 3 % of the Purchase Price or any price agreed upon in the special stipulations or by amendment hereto
14. **Agency Disclosure.** In this transaction, the Listing Broker (if any) has acted for Seller and the relationship to the parties of the Selling Broker, (if any) is as specified in the attached Exhibit. (Either the "Agency Exhibit" or the "Transaction Broker Exhibit" is attached and made a part hereof by reference.)
15. **Time is of the Essence.** Time is of the essence. Any delay on Buyer's part for any reason whatsoever, which results in the delay of settlement will, at Seller's option, result in the imposition of liquidated damages for delay in the amount of **One Hundred Twenty Five dollars (\$125.00) per day to be collected from Buyer at time of extension with certified funds made out directly to the Seller. This amount will not be credited at closing**, it being recognized by the parties that damages Seller will sustain as a result of such delay are difficult to accurately estimate at this time, that there is no attempt to impose a penalty upon the Buyer(s) for such delay, and that the amount shown above represents a reasonable estimate as of the date hereof of the damage to Seller which is likely to arise from such delay.
16. **Successor and Assigns.** This Agreement shall inure to the benefits of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.
17. **Transfer of Assignment.** This Agreement shall not be transferred or assigned without the written consent of all parties to this Agreement, and any assignee shall fulfill all the terms and conditions of this Agreement.
18. **Landscaping/Drainage.** All landscaping, grading, fill, disposition of trees and control of water flow will be performed in a lawful manner, but otherwise will be completed at Seller's sole discretion. Certain areas of the lot may be left in their natural state and may not be landscaped in any way. AT CLOSING, SELLER'S RESPONSIBILITY WITH RESPECT TO SOIL EROSION, SOIL CONDITIONS, GRASS, SHRUBBERIES AND LANDSCAPING TERMINATES AND BUYER'S RESPONSIBILITY BEGINS. SELLER IS NOT LIABLE FOR TREES OR DAMAGE OR DESTRUCTION OF TREES ON THE LOT AND MAKE NO WARRANTY WHATSOEVER AS TO THE TYPE, LOCATION, OR AMOUNT OF TREES WHICH WILL BE ON THE LOT AND/OR THE CONDITIONS OF THOSE TREES BEFORE, AFTER, OR DURING CONSTRUCTION. Buyer understands and agree that it may be necessary for the Seller after closing to work on portions of Buyer's lot in conjunction with the construction and landscaping on the adjacent lots and Buyer authorizes the Seller to enter upon Buyer's property for such construction and landscaping. In the event the Seller does work which disturbs Buyer's grounds, then those grounds will be restored to a similar condition as they were in prior to the Seller's work or such other condition as is agreed upon between Buyer and the Seller.
19. **Closing and Possession.**
- A. **CLOSING DATE:** This transaction shall be closed on the date selected by Seller and set forth in a notice by Seller's Agent. Closing shall occur on or before 04/17/2019. Except Seller may extend closing date up to 90 calendar days from the stated closing date
 - B. **PROPERTY CONDITION:** Seller shall deliver Property in broom clean condition and free of debris on date of closing.
 - C. **POSSESSION:** Seller to give possession at time of closing.
 - D. **REAL ESTATE TAX:** Real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.
 - E. **UTILITIES SERVICES:** Buyer shall cause all utility services, to be operational. Buyer shall pay any and all costs and deposits required by the utility service company(ies) to have service(s) turned on in Buyer's name.
 - F. **PRORATIONS:** Seller and Buyer agree to prorate between themselves, as of the date of closing or the day of surrender of the Property by the Seller (whichever is later), association fees (if any) and all utility bills rendered subsequent to closing which include service for any period of time the property was owned/occupied by Seller or any prior Owner/Occupant.
 - G. **IRS COMPLIANCE.** Buyer and Seller agree (1) to comply with and (2) to execute and deliver such certifications, affidavits, and statements As are required at the closing in order to meet the requirements of the Internal Revenue Code.
20. **Survival of Agreement.** Any condition or stipulation, not fulfilled at time of closing shall survive the closing, execution and delivery of the Warranty Deed until such time as said conditions or stipulations are fulfilled.
21. **Binding Arbitration Agreement.** It is hereby agreed that any and all claims, disputes and controversies by or between the undersigned Homeowner and the undersigned Builder arising from or related to the subject Home identified herein, or to any defect in or to the subject Home or the real property on which the subject Home is situated, or the sale of the subject Home by the Builder, including without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealing, shall be submitted to binding arbitration in accordance with O.C.G.A. § 9-9-1 et seq, with your choice of three different arbitration services. Any person in contractual privity with the Builder whom the

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Initial, Date and Time

Homeowner contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The arbitration agreement in the Quality Builders Warranty Program is incorporated in full herein. In order for this paragraph to be a part of this Agreement it must be initialed by Buyer and Seller; if not initialed it shall be void and unenforceable.

Buyer

X 

Seller



Required State Law Disclosure Regarding Construction Defect Claims: GEORGIA LAW O.C.G.A. § 8-2-38 CONTAINS IMPORTANT REQUIREMENTS THAT BUYER MUST FOLLOW BEFORE BUYER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR (AS THAT TERM IS DEFINED IN THE LAW) WHO CONSTRUCTED THE HOME. NINETY DAYS BEFORE BUYER FILES LAWSUIT OR OTHER ACTION, BUYER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS BUYER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. BUYER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT BUYER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

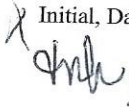
22. Limitation of Claims:

- A. The undersigned Homeowner is being furnished with an express limited Quality Builders Warranty Program in connection with the Homeowner's purchase of the Home identified herein below. All other express or implied warranties, including any oral or written statements or representations made by the Builder of the Home, or any other person, and any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Builder and are hereby waived by the Homeowner. In addition, the Homeowner waives the right to seek damages or other legal or equitable remedies from the Builder, the Builder's subcontractors, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The only remedy of the Homeowner in the event of a defect in or to the Home or in or to the real property on which the Home is situated is the coverage provided under the Quality Builders Warranty Program. This waiver shall not be applicable to any express written warranty issued by the manufacturer of any appliance, which is sold with the Home.
- B. **WAIVER OF IMPLIED WARRANTIES:** You have accepted the express Limited Warranty provided by Quality Builders Warranty Program and all other express or implied warranties, including any oral or written statements or representations made by the Seller or any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Seller and are hereby waived by You to the extent possible under the laws of Georgia.
- C. **EXCLUSIVE REMEDY AGREEMENT:** Effective one year from the Effective Date of Warranty, You have waived the right to seek damages or other legal or equitable remedies from the Seller, his subcontractors, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the state of Georgia and shall be applicable to any claim thereafter made against the Seller or any other person. You only remedy in the event of a defect in or to You Home or in or to the real property on which you Home is situated is as provided to you under this express Limited Warranty. This paragraph shall not be applicable to any express written warranty provided by manufacturer or vendor who has supplied any appliance or component for the home.

23. Disclaimer and Disclosure:

- A. Seller and Buyer acknowledge that they have not relied upon the advice or representations, if any, of Broker, and Broker's Affiliated Licensees including, but not limited to: legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa, and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership of amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition enumerated in the "Inspection of Property" paragraph above; planned or proposed zoning; planned or proposed changes to or widening of any road(s); or any other condition or circumstance which may adversely affect the Property. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property unless provision is otherwise made in writing. Seller and Buyer acknowledge that unless otherwise specified herein, Broker(s) and Affiliated Licensees have no expertise with respect to toxic wastes, hazardous substances or undesirable substances; Broker(s) and Affiliated Licensees have made no investigations or representations with respect to such substances; Broker(s) and Affiliated Licensees shall have no liability to either party regarding the presence of said substances on the Property. Seller and Buyer release Broker(s) and Affiliated Licensees from any claims, rights of action, or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.
- C. Seller, to the best of his current knowledge, unless otherwise noted herein, is not aware of: the presence of any substance or condition which may now or in the future be determined to be toxic, hazardous, or undesirable; any encroachments; any violations of zoning, building code or restrictive covenants; any notice by any governmental or quasi-governmental agency affecting the property; any structural problems; any easements other than those which are readily visible and/or which are necessary to serve the improvements; any part of the Property being within the 100 year flood plain unless stated on the Subdivision plat and disclosed to Buyer prior to signing this Agreement. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto. Based upon Seller's representation herein, Buyer released Seller from any claim, rights of action, or suits, relating to the presence of any hazardous substances, toxic wastes, or undesirable substance on the Property.
- D. Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. It is the Buyer(s) responsibility to keep the humidity in the home low. This may be accomplished by: Ventilating kitchens and bathrooms by opening windows; by using exhaust fans, running a de-humidifier in the basement or by running the air conditioning to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces. Our responsibility as a homebuilder must be limited to things that we can control. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of one year. We, the builder, will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our construction, to include but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

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24. **Buyer's Default:** Buyer shall be in default hereunder upon the occurrence of any one or more of the following events (hereinafter a "Buyer's Default").

- A. Buyer fails to make any one or more payments of deposits as and when the same are due hereunder;
- B. Buyer fails to provide financial information to any one or more lenders providing financing for the transaction contemplated hereby within five (5) days following request thereof by said lender(s) or to otherwise use his/her best efforts to facilitate the securing of said financing;
- C. Any voluntary material, adverse change in the financial condition of Buyer occurring prior to the scheduled Closing date, which change results in the denial of or disqualification of Buyer from obtaining financing, including, without limitation, any filing for divorce or legal separation between Buyers, voluntary termination of the employment of one or more Buyers without immediate and comparable replacement employment, the filing of bankruptcy or other relief from creditors of any one or more of Buyers and other similar changes in the financial condition of Buyer which would reasonably be expected to result in Buyer's inability to obtain the requisite financing to close the transaction;
- D. Any failure by Buyer to close the transaction contemplated hereby in accordance with the terms hereof, where such failure is due to any event or occurrence other than a default by Seller hereunder or due to the failure of any closing contingency expressly set forth herein (where such failure is not due in whole or in part to the failure by Buyer to act in good faith in pursuit of satisfaction of such contingency);
- E. Any failure by Buyer to otherwise satisfy and fulfill each and every obligation imposed on Buyer hereunder in a timely manner; or
- F. Any failure by Buyer to use his/her best efforts to cooperate with Seller in the orderly and amicable completion of the improvements on the property in a timely fashion.
- G. The making of any false statements in any materials submitted to a lender in conjunction with Buyer's application for a loan.
- H. Any failure by Buyer to have the funds (including down payment, closing costs, prepaids, and/ or any other monies needed to close said loan) available to close on the loan applied for in paragraph 2, section B.

Upon the occurrence of any Buyer's Default, Seller, immediately and without notice or opportunity to cure, shall have the right to:

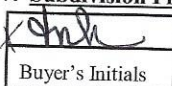
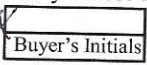
1. Terminate this Agreement upon written notice to Buyer and retain as liquidated damages all Earnest Money and non-refundable deposit, deposited hereunder, it being agreed between the parties that said Earnest Money and non-refundable deposit represents a fair and reasonable estimate, as of this date, of the damages which Seller would suffer upon any such breach, actual damages being difficult or impossible to determine. Buyer acknowledges and agrees the retention by Seller of said Earnest Money or non-refundable deposit does not constitute a penalty but, rather, an estimate of damages. OR
2. Terminate this Agreement upon written notice to Buyer and pursue against Buyer all remedies available at law or in equity to recover any and all losses (direct or indirect), including reasonable attorneys fee and the costs of all change orders, special orders and custom improvements to the Property constructed or installed at the request of Buyer, incurred by Seller as a result of such default, retaining the Earnest Money and non-refundable deposit in its general account until final resolution of said dispute.


Seller shall have the right to pursue any one or more of the remedies available to Seller hereunder or otherwise in any time following Buyer's Default. In addition, without limiting the generality of the foregoing, any delay or passing of time between the occurrence of Buyer's Default and the declaration of it, or pursuit of remedies therefore, by Seller shall not constitute a waiver by Seller of any remedial rights.

25. **Seller's Default.** In the event Seller defaults in its obligations hereunder and fails to cure such default within ten (10) days following written notice thereof from Buyer, Buyer shall have the right to waive such default or, as Buyer's sole and exclusive remedy hereunder, to terminate this Agreement and request a refund of the Earnest Money pursuant to the terms of Paragraph 12, above. Buyer hereby waives, and agrees to indemnify and hold harmless Seller against, any direct or consequential damages, attorney's fees or specific performance by Seller of the terms of this Agreement. In addition, Buyer and Seller hereby acknowledge and agree that this Agreement is not intended to, and shall not, constitute a conveyance of any real property interest from Seller to Purchaser but, rather, grants to Buyer only certain personal, contractual rights as provided herein.
26. **Completion.** For the purposes of this agreement, the Property shall be considered completed and ready to close upon the issuance of a Certificate of Occupancy or Final Inspection Certificate covering the Property by the city or county in which the Property lies. Seller shall deliver to Buyer at closing a Certificate of Occupancy, or the appropriate equivalent or substitute, for the Property. The Property shall be completed in accordance with all applicable governmental regulations, ordinances, and codes, and shall be in compliance with all applicable restrictions, covenants, and conditions, including without limitation, any public or private architectural controls and restrictions.
27. **Plans and Specifications.** The home shall be completed substantially in conformity with the Plans and Specifications noted as required by Buyer's Lender. Seller expressly reserves the right to make such changes to the Home and/or to make deviations from its plans or specification as become necessary in Seller's sole opinion by site, job, or governmental conditions, or availability of materials so long as Seller uses materials of substantially equivalent quality and appearance. Determination of equivalency will be in Seller's sole opinion. Seller will choose the garage orientation on the Home site. Unless specified herein to the contrary, Buyer agrees to accept all color selections and appliances, if any, installed in the Home or ordered by Seller for installation in the Home as of the Agreement Date.
28. **Completion.** For the purposes of this agreement, the Property shall be considered completed and ready to close upon the issuance of a Certificate of Occupancy or Final Inspection Certificate covering the Property by the city or county in which the Property lies. Seller shall deliver to Buyer at closing a Certificate of Occupancy, or the appropriate equivalent or substitute, for the Property. The Property shall be completed in accordance with all applicable governmental regulations, ordinances, and codes, and shall be in compliance with all applicable restrictions, covenants, and conditions, including without limitation, any public or private architectural controls and restrictions.
29. **Plans and Specifications.** The home shall be completed substantially in conformity with the Plans and Specifications noted as required by Buyer's Lender. Seller expressly reserves the right to make such changes to the Home and/or to make deviations from its plans or specifications as become necessary in Seller's sole opinion by site, job, or governmental conditions, or availability of materials so long as Seller

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uses materials of substantially equivalent quality and appearance. Determination of equivalency will be in Seller's sole opinion. Seller will choose the garage orientation on the Home site. Unless specified herein to the contrary, Buyer agrees to accept all color selections and appliances, if any, installed in the Home or ordered by Seller for installation in the Home as of the Agreement Date.

30. **Quality of Construction.** The home shall be completed with the same quality and finish comparable to other of Seller's homes in the same subdivision and in accordance with Seller's Plan.
31. **Association Fees.** Purchaser acknowledges that there is a required association fee in the amount of \$ 400 per year. An initiation fee of \$500 is required at closing. This will be paid to the HOA Association or if Seller has already paid this fee, Purchaser will reimburse Seller at Closing.
32. **Visits to the Property.** Purchaser agrees to limit inspection of the Property to reasonable length of time during business hours. Buyer further agrees to avoid conversations with workmen or in any way hinder their work, unless it has been requested that Buyer be there to assist in some phase of the construction (i.e. to check colors, equipment, cabinets, etc.). It is understood and agreed by all parties to this Agreement that Seller is not governed by outside inspections other than those required by governmental agencies. Buyer agrees to deal only with the designated representative of the company assigned by Seller to the Property and to limit communications with representative to normal business hours.
33. **Incompatibility.** In the event Buyer disrupts or interferes with the Seller's construction process or with the Seller's normal course of business, or Seller deems he is incompatible with the Purchaser, Seller shall, at Seller's sole discretion have the option of declaring this agreement null & void and all monies paid to Seller and/or Broker shall be refunded.
34. **Household Goods.** The movement of any household goods or other materials by Buyer into the home will not be permitted until the home has been completed and the total sales price has been paid in full.
35. **Contractors and/or Suppliers.** All work and materials to be performed or supplied under this Agreement shall be performed and supplied by Seller's own contractors, subcontractors, employees, agents, materialmen, and suppliers. Buyer shall not have the right to have any work performed or supplies delivered to the Property at Buyer's own direction prior to closing.
36. **Insulation.** Insulation has been installed (or will be installed prior to closing), in accordance with terms of this paragraph.
- A. Exterior walls are insulated with BATT Insulation to a thickness of Meets code inches, which will, according to the manufacturer, yield an R-value of Meets code.
- B. Ceilings below attic areas are insulated with Meets code Insulation to thickness of Meets code inches, which will, according to the Manufacturer, yield an R-value of Meets code.
- C. Vaulted ceilings are insulated with BATT Insulation to thickness of Meets code inches, which will, according to the Manufacturer, yield an R-value of Meets code.
- D. Floor Over Hangs are insulated with Meets code Insulation to a thickness of Meets code inches, which will, according to the Manufacturer, yield an R-value of Meets code.
37. **Subdivision Plat Review:**
-  Buyer's Initials
- By initialing here Buyer acknowledges they have seen and reviewed the subdivision plat for all circumstances potentially affecting the Property including, but not limited to:
- the lot boundary lines, easements, flood plain, surrounding zoning, detention ponds, surrounding proposed roads, front, rear, and side set back requirements. The Broker, and Broker's Affiliated Licensees does not have any authority to make any statement, promise or representation orally or in writing, to the Buyer concerning the Home except as expressly set forth in this Agreement. Buyer acknowledges that they have not relied upon any such statement, promise or representation with respect for zoning or potential uses of the Home, the lot on which it is located or any parcel of land adjacent to the Home or in the area of the development in which the Home is located. Buyer acknowledges surrounding property is subject to change. Seller further agrees that the boundary lines of the lot, which is included with the Home are described on the plat of such Home and will be represented on the survey of the home, including the lot, which will be delivered to Buyer at Closing. Buyer acknowledges that they have not relied upon any representations, statements or demonstrations concerning boundary lines of the lot on which the Home is located in executing this Contract and will not rely upon any such representation, statement or demonstration at the time of Closing unless expressly included in this Agreement or on the subdivision plat. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto.
38. **Variances And Modifications:** Should Seller decide in its sole discretion to apply for a variance or to modify any other property it may now own or acquire hereafter within the subdivision with the county for any reason, the Buyer hereby waives any rights to object to any such variance or modification.
39. **Decorator Schedule.** If there are decorative selections yet to be selected in the completion of the residence, Purchaser shall have the option to make those selections from available stock at Seller's normal sources of supply. Buyer hereby agrees to make said selection from the Seller's samples provided at the sales center within five (5) calendar days from Binding Agreement Date and to fill out Seller's form Decorator Schedule accordingly. If Buyer does not fill Seller's Decorator Schedule with in the allotted time, than Seller may choose the selections for the home and Buyer waives the right to select any selections Seller has ordered.
40. **Protective Covenants.** Buyer has received a copy of the community protective covenants.
-  Buyer's Initials

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Initial, Date and Time

41. **Change Orders.** Any Changes effected upon either the Seller's form JIO or Decorator Schedule must be made upon the form marked Change Order. All Parties acknowledge that Changes listed on the Change Order are requested made by the Buyer and are not a part of this contract until accepted by the Seller. Neither Seller nor Listing Broker take responsibility for changes made after this contract is executed unless signed by and agreed to by all parties. Change Orders also shall be accompanied by a check to the Seller for the amount of the change; and also a check to the Seller in the amount of \$100.00, as a processing fee. Sales commission to be based on lower of original Purchase price or Purchase price adjusted by future change order amendments.
42. **Entire Agreement.** This Agreement constitutes the sole and entire Agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.
43. **Terminology and Captions.** All pronouns, singular or plural, masculine, feminine, or neuter, shall mean and include the person, entity, firm, or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter", and alike mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.
44. **Modification.** This Agreement may not be modified, altered or amended except by written instrument executed by the parties hereto.
45. **Governing Law.** This Agreement is made and entered into as a contract for the purchase and sale of real property to be interpreted under and governed and enforced according to the laws of the State of Georgia.
46. **Notices.** Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) overnight delivery service prepaid; (C) facsimile (FAX) transmission; (D) Email : or (E) by the United States Postal Service postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Broker's Associated Licensee or receiving party.
47. **Instructions for Closing Attorney.** Closing Attorney is instructed to: transfer "Survival of Agreement" Paragraph to the closing statement; obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirement of Internal Revenue Code sec. 1445(foreign/Non-Foreign Sellers) or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code sec. 1445; (C) file with the Internal Revenue Service the IRS form 1099B documenting this transaction and comply with any other reporting requirements related thereto.
48. **Agent Disclosure.** Listing Agent is related to a partner in the LLC selling the subject property and is a licensed Agent in the State of Georgia,
49. **Radon.** Purchaser shall have the right to conduct, at Purchaser's sole cost and expense, radon testing on the Property prior to Closing. Purchaser shall give written notice to Seller of such intent within ten (10) days of Agreement date. If Purchaser desires to conduct radon testing, Seller shall grant Purchaser's testing agent access to the Property for testing purposes. Purchaser must request an appointment with Seller for testing at least five (5) business days prior to the desired testing date. Seller's designated representative shall accompany Purchaser's testing agent onto the Property and shall monitor the test.
- The testing agent selected by Purchaser must: (1) be certified to conduct radon testing; (2) hold a valid business license to conduct business in the County or municipality where the property is located; and (3) provide a general liability insurance certificate showing insurance coverage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) and errors and omissions coverage in like amount. Prior to Purchaser's testing agent inspecting the Property, Purchaser shall provide Seller with documentation, in a form satisfactory to Seller, that Purchaser's testing agent satisfies the above referenced qualifications
- The results of the radon testing will be deemed satisfactory if the radon level is at or below the Environmental Protection Agency's recommended standard of 4 pCi/l. If the test result is unsatisfactory, Purchaser shall submit a copy of the test results to Seller along with written notice of unsatisfactory results no later than five (5) business days before Closing. Failure to conduct the radon test or deliver written notice of unsatisfactory results within the time allowed shall be deemed an automatic waiver of any unsatisfactory results and the closing credit referenced below will not be paid to Purchaser. Upon receipt of the notice and test results, Seller shall have the right, but not the obligation, to retest the Property. In the event that Seller elects to retest the property and the average of Purchaser's and Seller's testing results is greater than the recommended standard of 4 pCi/l, or alternatively, if Seller elects not to retest the Property, Purchaser shall be entitled to a closing credit in the amount of \$1,000.00 as consideration for the release and agreement of Purchaser under this provision. Purchaser may not use the results of testing to delay Closing or to terminate the Agreement. Purchaser may not enter the Property for radon mitigation until after Closing. Purchaser acknowledges that Seller is not an expert in radon and, therefore, Seller will not: (1) provide Purchaser any advice regarding safe levels of radon; (2) except as provided above, conduct radon testing or mitigation; (3) recommend radon testing methods or mitigation techniques; (4) recommend companies to perform radon testing or mitigation; or (5) estimate the cost of testing or mitigation. Seller shall not be held responsible or liable for any costs and expenses associated with current or future remediation associated with radon levels at or above the recommended standard, and Purchaser hereby releases and forever discharges Seller from and Seller shall not be held responsible for any and all claims arising out of or relating in any way to the existence of radon on the Property.

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Initial, Date and Time

SPECIAL STIPULATIONS

The following stipulations, if conflicting with any preceding paragraph, shall control:

Exhibits And Addenda. In the event Personal Property shall remain with the property, the same shall be set out in a Bill of Sale attached hereto and made a part of this Agreement by reference thereto. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

"JOB INITIATION ORDER" Agency Exhibit or **"Transaction Broker Exhibit", Only if there is a "Selling Broker" in the Agreement.**

Closing Attorney will be Bill Fricks

Time Limit of Offer.

This instrument shall be regarded as an offer by the Buyer or the Seller who first signs to the other and is open for acceptance by the other until 6 o'clock P.M., on the 31st day of MARCH, 2019.

Acceptance Date

The above proposition is hereby accepted, 1 o'clock P.M., on the 8 day of March, 2019.

Binding Agreement Date

This instrument shall become a binding Agreement when written acceptance thereof, or facsimile (FAX) transmission of the accepted instrument is actually received by Broker, Broker's Affiliated Licensee, or Offeror. Upon receipt of acceptance, the other party, Broker or Broker's Affiliated Licensee shall be notified immediately.

Re/max Legacy

Selling Broker Pat Clarke (60789)

Firm License#

BY: Pat Clarke (11771)

Broker or Broker's Affiliated Licensee Agent License#

Print or Type Name: Pat Clarke

Bus. Phone: _____ Email: cpatclarke@yahoo.com

Chafin Realty Inc (H-45955)

Listing Broker Firm License#

By: _____ (110226)

Broker or Broker's Affiliated Licensee Agent License#

Print or Type Name: Eric Drooker

Bus. Phone: _____ Email: _____

Terrie N. Hairston

Buyer's Signature SS/FEI

Print or Type Name: Terrie N. Hairston

Buyer's Signature/FEI

Print or Type Name: _____

Seller's Signature

SS/FEI

Print or Type Name: Premier Residential Builders HC LLC

Seller's Signature

SS/FEI

Print or Type Name: _____

Job Initiation Order

Purchaser: Terrie N. Hairston Co-Purchaser: _____ Date: 03/08/2019
 Community: Charlotte Estates Lot: 24 Block: A
 Address: 442 Miracle Court City: Hoschton, Georgia Zip 30548
 Floorplan: Crestwood Elevation: D Closing Date: 04/17/2019

| | |
|---|----------------------|
| BASE PRICE: | 269,900 |
| OPTIONS TO BE INCLUDED IN HOME: | |
| ELEVATION: <u>D</u> | |
| SLAB: <input checked="" type="checkbox"/> BASEMENT: _____ | |
| Pre-wire and brace only for ceiling fans in 2nd bedrooms(no Fans) | \$500.00 |
| Hardwoods in dining room level #1 | \$1,518.00 |
| Covered back porch-with fireplace. | \$8,500.00 |
| Master Shower - Fiberglass Pan - Tile Shower Surrounds - Tile Tub Surrounds | \$1,250.00 |
| Wire and Install 2 Pendent Lights Kitchen | \$420.00 |
| 4 cans in kitchen | \$460.00 |
| Granite in master bath vanity | \$1,350.00 |
| Handles on all cabinets | \$450.00 |
| Tile to Master Bath Floor Level #1 | \$1,490.00 |
| Level 2 tile back splash in kitchen | \$425.00 |
| 8LB upgrade carpet pad | \$450.00 |
| White Cabinets in Kitchen | \$1,450.00 |
| add 10 x 12 uncovered patio | \$960.00 |
| Add Hardwoods in great room \$2,850 - \$850 discount | \$2,000.00 |
| Discount | -\$4,123.00 |
| Purchaser to pick out hardwood in Kitchen,breakfast,foyer,and dining room and Great <i>ROOM</i> | |
| Purchaser to pick out granite and back splash in kitchen | |
| Purchaser to pick carpet | |
| TOTAL PURCHASE PRICE: | \$ 287,000.00 |

Terrie N. Hairston
 Purchaser Signature
 Print or Type Name: Terrie N. Hairston

Co Purchaser Signature
 Print or Type Name: _____

Sellers Signature
 Print or Type Name: Premier Residential Builders HC LLC

Approvals:
 Date: _____ Initials: _____

Initial, Date & Time
Terrie 3/8/19 12:30

Addendum to Purchase Contract

Warranty Addendum

Address of Subject Home: 442 Miracle Court Hoschton Georgia 30548

1. **Quality Builders Warranty (QBW).** At or about close of escrow, Seller will purchase for Homebuyer(s) a QBW Warranty. The QBW Warranty is a ten-year, new home warranty providing coverage for certain construction defects in the subject home. As consideration for the QBW Warranty, Homebuyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Agreement. Homebuyer(s) represents that Homebuyer(s) has been furnished with a copy of the QBW Warranty and has had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.
2. **Arbitration Agreement.** Buyer acknowledges reviewing the warranty at <http://www.qbwc.com/wp-content/uploads/2015/01/REG.pdf>. The Seller is a member of Quality Builders Warranty Program and you will be provided with a Ten Year Limited Warranty Agreement in connection with the purchase of your home. The Seller's sole responsibility shall be limited to the terms and conditions set forth in the Quality Builders Limited Warranty Agreement. The Purchaser agrees to submit to and be bound by the dispute settlement procedures under the Limited Warranty Agreement. Seller makes no further warranties, expressed, general, limited or implied, including implied warranty of merchantability, implied warranty for particular purpose or implied warranty of habitability except as contained in the Quality Builders Limited Warranty Agreement.
3. **Further Agreement.** Effective one year from the date of closing on the purchase of the home, Homebuyer(s) waives the right to seek damages or other legal equitable remedies from Seller, its subcontractors, agents, suppliers or design professionals for any defect to the subject home, or the real property upon which it is situated, under any common law or statutory theory of liability, including but not limited to negligence and strict liability. The agreement contained in this Addendum shall be enforceable to the maximum extent permitted by the law of the state in which the home is located and shall be applicable to any claim made after the effective date of the agreement contained in this paragraph. This paragraph shall not be applicable where prohibited by law or to any written warranty provided by a manufacturer or vendor who has supplied any appliance or component.

Buyer:

X Tula Date: 3/8/19

Co-Buyer:

_____ Date: _____

Seller:

_____ Date: 3/8/2019



LOT 24 BLOCK A COMMUNITY Charlotte Estates

AGENCY EXHIBIT " A "

Only the part of this Exhibit that is selected is part of the Offer for the purchase and sale of real property located at:

442 Miracle Court

Hoschton, Georgia, 30548

with an Offer Date of _____

[The purpose of this exhibit is to supplement the "Agency Disclosure" paragraph of this Agreement.
Select One: Buyer Agency or Dual Agency or Seller Agency. The others are not a part of this Agreement.]

Acknowledgement And Disclosures

Seller and Buyer each have an independent duty to protect their own interests and should read this Agreement carefully to insure that it accurately sets forth the terms which they want included in this transaction. Seller and Buyer understand that they may seek independent legal counsel in order to assist them with any matter relating to this Agreement or to this transaction which is the subject matter of this Agreement. Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities arising from Broker's role, except those arising from Broker's intentional wrongful acts. Buyer acknowledges that, prior to entering into a Brokerage Engagement with Broker, broker disclosed to Buyer (1) Broker's Office Brokerage Policy, (2) any other brokerage relationship which would conflict with the Buyer's interest and (3) Broker's compensation and sharing arrangement with other cooperating brokers.

Broker's Compensation

Broker's compensation, including the sharing of commission (if applicable) with other Brokers who may represent other parties to this transaction, are as stated in the "Brokerage" paragraph of this Agreement. Broker shall not receive any undisclosed real estate brokerage commission in this transaction. Payment of said commission to Broker shall not create any agency or subagency relationship between Buyer's Broker and either Seller or Seller's Broker.

☒ **BUYER AGENCY:** Select this section only when submitting an offer from your Buyer/Client on an other company's listing or on a property not listed with any company.

Buyer Agency Roles

Buyer's Broker has acted solely for Buyer in this transaction and has not acted for Seller or Seller's Broker. The parties to this Agreement further agree and acknowledge that if the Property is or was listed with a multiple listing service, such listing shall not create any agency relationship between Buyer's Broker and either Seller or Seller's Broker. Buyer's Broker hereby expressly rejects any implied or express offer by Seller or Seller's Broker of any agency or subagency relationship. Buyer's Broker shall treat all prospective sellers honestly and timely disclose to prospective Seller, Broker's knowledge of Buyer's ability to consummate the transaction contemplated. Buyer's Broker may provide assistance to the Seller by performing ministerial acts such as preparing offers and conveying them to the Seller, locating lenders, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship and all such other like or similar services.

- A. **Broker's & Licensee's Roles :** Buyer and Seller acknowledge and agree that the Licensee (s) participating in this transaction has (have) disclosed that Licensee is affiliated with Broker and as a result thereof, Broker is deemed to have acted for Buyer and for Seller in this transaction and is to be paid a commission by Seller. Seller and Buyer acknowledge that prior to the time this Agreement was entered into, Broker acted exclusively for Seller and also acted exclusively for Buyer, and in those separate roles may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker. Seller and Buyer agree that Broker shall not be liable to either party for refusing or failing to disclose information or performing other duties, which in the sole discretion of Broker, could harm one party's bargaining position but could benefit the other party. Nothing contained herein shall prevent Broker, or affiliated Licensee(s), from disclosing to Buyer any known latent defects in the Property. Broker agrees not to disclose (1) to Buyer information about what price or terms Seller will accept other than the list price or terms, or (2) to Seller information about what price or terms Buyer will pay other than any written offered price and terms.

- B. **Affiliated Licensee Assignment:** In this transaction, Broker has assigned different Licensees as follow: The Broker has assigned:

PAT CLARKE (Selling Licensee) to work with Buyer and _____

_____ (Listing Licensee) to work with Seller, and for the purposes of this agreement each shall be deemed to act for and to represent exclusively the party to whom each has been assigned.

☐ **SELLER AGENCY/SUBAGNECY:** select this section only when (1) Selling Broker represents Seller or (2) when Seller has offered subagency and Selling Broker accepts such subagency offer and Selling Broker has no brokerage engagement or material relationship with the buyer.

Seller Agency/Subagency Roles

The parties to this Agreement agree and acknowledge that either Selling Broker's company has a brokerage engagement with the Seller and as such represents the Seller or Selling Broker is a subagent of the Seller Broker shall treat all prospective buyers honestly and timely disclose to buyers all material adverse fact pertaining to physical condition of the property actually known by Selling Broker which could not be discovered by a reasonably diligent inspection of Buyer.

Selling Broker By provide assistance to the Buyer by performing ministerial acts such as preparing offers and conveying them to the Seller; locating lenders, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship and all such other like or similar services.

Selling Broker's Initials: PC
(or Broker's Affiliated Licensee)

Purchaser / Co-Purchaser Initials trk

LOT 24 BLOCK A

SALES / DATA REPORTING FORM

... CONTINGENT

DATE: 03/08/2019

CLOSING DATE: 04/17/2019

COMMUNITY: Charlotte Estates

AGENT: Eric Drooker

PURCHASER Terrie N. Hairston

Address 355 206 Royal Ridge Way

City Fayetteville St GA Zip 30215

Home Ph 770-461-7177

Work Ph _____

Cell Ph 404-867-8966

Email Address tnhairston@msn.com

Birthdate _____

CO-PURCHASER _____

Address _____

City _____ St _____ Zip _____

Home Ph _____

Work Ph _____

Cell Ph _____

Email Address _____

Birthdate _____

How did you hear about our Community?

- ☐ Signs
 ☐ Internet
 ☐ Communities Mag
 ☐ Data Book
 ☒ FMLS/MLS
 ☐ Direct Mail
 ☐ Newspaper
 ☐ Another Agent
 ☐ Other
 ☐ Flyer
 ☐ Real Estate Book
 ☐ Unknown
 ☐ Referral Program (form attached)
 ☐ New Homes America
 ☐ Internet

LENDER Cash

Loan Officer _____

Address _____

City _____ ST Ga Zip _____

Office _____

Email _____

Loan Program _____ % ☐ Conventional ☐ FHA ☐ VA ☒ Other Cash

ATTORNEY Bill Fricks

Phone # 470-589-5764 E-Mail _____

CO-OP BROKERAGE Re/max Legacy

Broker Code: Scar01 Broker's License # 60789

Address 357 Highway 74 N, Suite 5

Office Ph 770-481-4266 Fax # 678-545-6110

Email Address cpatclarke@yahoo.com

Agent's Name: Pat Clarke Agent's License # 11771

Agent's MLS ID: CLARKEPATRIC

City Peachtree City ST GA Zip 30269

Cell Ph 404-444-4126

Home Ph _____

Birthdate _____

Property Address 442 Miracle Court

City Hoschton

Zip 30548

Purchase Price \$ 287,000.00

☐ Intern _____

☐ In Office Co-Op _____

Commission to Main Agent ☐ 100% ☐ 50% ☐ 92% Total Commission % 6

☒ Co-Ops % 3

Seller: Premier Residential Builders HC LLC

Floorplan Crestwood

Elevation D

☒ Brick

☐ Stone

Stage of Home: ☐ Presale ☐ Slab ☐ Form Boards ☐ Framed ☐ Mech ☐ Sheetrock ☐ Trim ☒ Paint ☐ Landscape ☐ C.O.

MEMO: _____

FMLS _____

MLS _____

Acceptance Date _____

Date: _____ On Site Agent: Eric Drooker Contingency Type/Expiration: 3/5/2019
☒ NEW CONTRACT ☐ TERMINATION ☐ RE-WRITE ☐ CHANGE IN CLOSING ☐ AMENDMENT ☐ CHANGE ORDER

FMLS: _____ MLS: _____

Loan Type: ☐ Conventional ☐ FHA ☐ VA ☒ Cash Loan Program: _____

City: PERKINS CITY GA ZIP: 30269

TOTAL AMENDMENTS: 0

Email to: [redacted] ~~Apple Support~~ ~~John A Haley and Haley~~ ~~xxxx~~ ~~Dxxx~~ ~~Eric~~ ~~xxxx~~ ~~Sxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~