

Jackson Park Subdivision
"Exhibit A" Special Stipulations (Page 1)

Date: _____ Lot # _____, Jackson Park
Property Address: _____, Winder, GA 30680

The stipulations set forth in this Exhibit "A", if conflicting with the printed portion of the contract to which it is attached control. This Exhibit "A" shall apply to the improvements on the property (hereinafter referred to as the "Property").

- a) The Buyer and Seller agree that any unresolved claim arising out of, or relating to this contract, or the breach thereof, or to any warranty of Seller shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and may be enforced by any court having jurisdiction thereof. The arbitration shall be conducted in accordance with O.C.G.A. 9-9-1 et seq., & with the rules and procedures of the arbitrator. Notwithstanding the above, if Buyer is claiming under a warranty provided by Seller, the terms & procedures of that warranty shall first apply to the resolution of the claim.

_____ Buyer's Initials	_____ Seller's Initials
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- b) All parties acknowledge the closing shall take place at the law offices of Russell, Stell, Smith & Mattison (770-867-7431) located at 98 N. Broad St., Winder, GA 30680.
- c) Purchaser agrees to obtain permanent financing through preferred lender, _____, if seller and/or lender is to contribute towards closing costs. If Purchaser chooses not to use preferred lender, a \$_____ nonrefundable deposit is required at time of acceptance of contract. At time of closing the \$_____ deposit shall be applied towards purchase price of home. If Buyer chooses not to use preferred lender, Buyer will pay to seller \$50.00 per day for each day the contract is extended past the closing date of _____ as stated in the Purchase and Sale Agreement. Exception for the payment of this fee shall be made only for construction delays, or other delays by the builder/seller. Buyer understands this amount may be deducted from the \$_____ non-refundable earnest money.
- d) Closing costs paid by Seller and/or lender shall be used as follows: closing costs, prepaids, discount points, transfer tax (including Georgia property transfer tax), all recording fees, all release fees and survey, plot plan, 8 yr warranty or 2-10 warranty, if required, any additional costs shall be paid by purchaser.
- e) One or more of the principals of corporation (of Seller) are Georgia Licensed Real Estate Agents.
- f) Purchasers must have all utilities changed over into their names on the day of closing on home, or utilities will be disconnected and a reconnect fee may be required.
- g) Each change order requested by Buyer after contract date shall constitute a \$250.00 fee plus cost of any upgrade.

Selling Agent Initials _____	Buyer's Initials _____/_____
Listing Agents Initials _____	Seller's Initials _____/_____

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- h) If contract is terminated for any reason, Buyer acknowledges that no earnest money will be refunded to Buyer until the Homeowner Handbook is returned in good condition to Seller. If the Homeowners Handbook is not returned for any reason, or is damaged, Seller will deduct fifty dollars (\$50) from the earnest money deposit refund to cover Seller's cost of replacing said item.
- i) Buyer hereby acknowledges receiving a copy of Declaration of Covenants, Conditions and Restrictions, for Jackson Park. _____ Buyer initials
- j) Bathrooms: Do not include towel racks, paper holders or shower doors.
- k) Household Goods: The movement of any household goods or other materials by Purchaser into the home will not be permitted until the home has been complete, the Certificate of Occupancy issued, and the total sales price has been paid in full.
- l) Home Inspectors: If Buyer hires a Home Inspector, the Inspector must be licensed in Georgia, and must register and provide the Sales Office with a copy of their Liability Insurance Policy and workers compensation prior to inspection.
- m) Floor plans: All artist's renderings and copies of floor plans are approximate. This shall include but not be limited to sizes, dimensions, designs, specs, etc.
- n) Visits to the Property: Purchaser agrees to limit inspection of the Property to a reasonable length of time during business hours. Purchaser further agrees to avoid conversations with workmen or in any way hinder their work, unless it has been requested that Purchaser 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. Purchaser 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.
- o) 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, material men and suppliers. Purchaser shall not have the right to have any work performed or supplies delivered to the Property at Purchaser's own direction prior to closing.
- p) If a dispute arises between Buyer and Seller which can not be resolved for any reason within 10 days, Seller retains right to terminate contract & refund all earnest money to buyer.

Selling Agent Initials _____

Buyer's Initials _____/_____

Listing Agent Initials _____

Seller's Initials _____/_____

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q) Warranties: The heating, air conditioning, plumbing and electrical systems in the subject Property are guaranteed by the installers for a period of one year from the date of closing. The appliances are guaranteed by the manufacturer for one year.
Landscaping: No Warranty Exists. The starter landscaping, including but not limited to shrubs, trees or grass areas, shall be complete the day of closing. Any further cultivation or fertilization shall be the homeowner's responsibility. Purchaser acknowledges no warranty exists as to drainage and water flow affecting said property, except for compliance with governmental codes. All warranty items shall be dealt with using the criteria as spelled out in Seller's Warranty Program. No Warranty exists, either expressed or implied other than those described in the warranty program offered by Seller. Seller shall enroll Buyer in Warranty Program on closing date. Purchaser acknowledges that the real-estate company, including designated subdivision agents are not authorized to handle warranty issues in any matter – written or verbal post closing.

r) COMPLETION, WALK-THRU AND FINAL INSPECTION:
Purchasers acknowledge that the "Walk-Thru/Customer Orientation" is to be scheduled by Seller's Representative. "Walk-Thru/Customer Orientations" shall be scheduled with Seller's representative. Purchaser acknowledges that Seller will make its best effort to complete all of the items specified in the agreed upon "Walk Through List" on a timely basis & as soon as reasonably possible, but the fact that any repairs, touchups or adjustments are incomplete shall not constitute a valid reason for Purchaser's failure to close. Any repairs or corrections shall be agreed upon by the Seller. Seller shall complete the construction of the premises in a good, substantial & workman-like manner, according to the specifications for Seller's type house known as _____ . The premises shall be completed in accordance with all applicable governmental regulations, ordinances and codes. Purchaser has the right to a Final Inspection (walk-thru) after completion, prior to closing (the time and date to be specified by the Seller) at which time the Purchaser may withdraw from this agreement, if dissatisfied and subject to other terms of this agreement, earnest money shall be refunded. Seller retains the right to agree to any repair request, and if it is determined by Seller that he will be unable to satisfy said Purchaser, then Seller at his option may declare the entire agreement null and void and earnest money shall be refunded to Purchaser, return of earnest money shall serve as full liquidated damages to the Purchaser.

Buyer's Signature

By: _____
Seller (Officer of Corporation)

Buyer's Signature

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- s) Purchaser and Seller acknowledge and agree that interest rates on the first mortgage loans may fluctuate between the date this instrument becomes a binding Agreement and the date of closing. Accordingly, Purchaser agrees that a loan with an interest rate not more than two percent (2%) higher than that interest rate set forth in Finance Contingency Exhibit, and a monthly payment not greater than that resulting from said two percent (2%) increase in interest rate, shall be acceptable to the Purchaser and shall satisfy the Financing Contingency.

Buyer's Signature

By: _____
Seller (Officer of Corporation)

Buyer's Signature