

HASTINGS FAMILY LIMITED PARTNERSHIPS

CONTRACT FOR SALE OF REAL ESTATE VILLAS NEW CONSTRUCTION

CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any BUYER or SELLER who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

The Company, _____ in the real estate transaction involving the property located at:

_____ is serving as Facilitator (not an agent for either party).

_____ has appointed _____ to serve as a Designated Agent for the SELLER.

_____ has appointed _____ to serve as a Designated Agent for the BUYER.

This form was delivered in writing, as prescribed by law, to any unrepresented BUYER **prior to the preparation of any offer to purchase**, OR to any unrepresented SELLER **prior to presentation of an offer to purchase** OR (if the licensee is listing a property without an agency agreement) **prior to execution of that listing agreement**. This document also serves as confirmation that the licensee's Agency or Facilitator status was communicated orally before any real estate services were provided. **This notice by itself, however, does not constitute an agency agreement or establish an agency relationship.**

Date: _____ Licensee's Signature: _____

Acknowledgment:

I acknowledge the above Confirmation of Agency Status.

Date: _____ Signature of BUYER: _____

Date: _____ Signature of SELLER: _____

FAXED SIGNATURES WILL SUFFICE FOR ACKNOWLEDGMENT (S) OF THE ABOVE CONFIRMATION.

THIS CONTRACT of sale, made and entered into this _____ day of _____, _____, for the consideration herein stated, upon the date shown by and between _____ **HASTINGS FAMILY LIMITED PARTNERSHIPS**, hereinafter referred to as "SELLER", and _____, hereinafter referred to as "BUYER":

EARNEST MONEY: The BUYER herewith deposits immediately with Hastings FLP (Escrow Agent), the sum of \$ _____ as Earnest Money to constitute part payment of purchase price. The SELLER in consideration of the earnest money deposited, has this day sold, and does hereby agree to convey by a good and valid warranty deed to said BUYER, or to such person he may in writing direct, the following described real estate (address).

Lot # _____ Subdivision _____
Street _____ City/State _____
Plat# _____ more accurately described in _____ Register Office, Deed book(s) _____
Page(s) _____ or Plat Book _____

BUILDER'S PLAN NAME/NUMBER: _____

CONSIDERATION: BUYER agrees to purchase said real estate and pay therefore the sum of \$ _____ upon the following terms: _____

LOAN CONTINGENCY: This contract is contingent upon BUYER's ability to qualify for a new loan with the following terms and conditions: _____

BUYER will finance mortgage balance through application with () Conventional () FHA () VA () Other
If BUYER chooses FHA or VA loan there will be an additional **\$450.00 charge to BUYER**. BUYER agrees to make said application for loan within five (5) days from effective date of contract with loan company of BUYER's choice _____ and to provide Seller with a loan commitment, satisfactory to Seller, within fourteen (14) days from the effective date of this Contract; otherwise, Seller shall have the right to void this Contract and return Buyer's earnest money, thereby fully releasing both parties from the Contract. If this contract is contingent upon BUYER'S ability to secure financing, and if after diligent effort, (refer to Addendum D for specific responsibilities and liabilities in regard to financing,) BUYER is rejected for said financing, the earnest money is to be returned to the BUYER expeditiously.

VA/FHA LOAN: At closing SELLER agrees to pay up to \$ _____ toward closing, discount points and prepaids combined; BUYER will pay balance of closing cost. SELLER will **NOT** pay any additional underwriting, closing, processing, inspection, title, or other fees unless specifically stated in this contract. See "Addendum C" attached.

VA/FHA LOAN: It is the SELLERS option to either accept or reject the appraisal. If the SELLER chooses to reject the appraisal the SELLER can request that the loan not be underwritten and that the case number be turned back into HUD or the Veterans Administration.

BUYERS INITIALS _____

SELLERS INITIALS _____

TITLE CHARGES: SELLER shall pay no more than \$25.00 for settlement or closing fees (line 1101 of RESPA, HB 4305.2 - REV. HUD-1 (3/86) or equivalent) and no more than \$25.00 for document preparation (line 1105 of RESPA, HB 4305.2-REV. HUD-1 (3/86) or equivalent). Title charges assessed against SELLER on said HUD form or equivalent form in excess of \$100.00 shall be paid by BUYER. SELLER shall not be responsible for fees assessed by any third party or lender in regard to any financing obtained by BUYER.

CLOSING: The sale will be closed on or about _____. POSSESSION will be given after closing, on date of deed. Also see attached "Addendum E," which supersedes.

INSULATION will be installed in the home as subject to Model Energy Code, as approved by the Codes Enforcement Department in all appropriate jurisdictions.

HAZARD INSURANCE: The risk of hazard or casualty loss or damage to the property shall be borne by the SELLER until transfer of title.

TITLE INSURANCE: At BUYERS option, BUYER may purchase an ALTA (American Land Title Assoc.) form policy of owner's title insurance from a title insurance company of its choice. If the title examination or other available information discloses material defects not being cured routinely at closing, SELLER may attempt for 30 days to cure. If SELLER is then unable to cure, BUYER may cancel the contract and receive refund of the earnest money, or elect to accept title with such defects.

SELLER'S WARRANTIES: Workmanship and structural items are limited to one year. Under no circumstance will warranties be extended beyond the one-year period. This warranty period starts the day the purchaser accepts legal right to the property by occupancy or closing whichever occurs first. Builder's warranty is not transferable under any circumstances. BUYER agrees to abide by the terms and conditions of the warranty including the mandatory binding arbitration clause if closing occurs. See Addendum I for details of the Warranty.

SELLER REPRESENTS that, to the best of their knowledge, the property has not been damaged or affected by flood, storm, run-off, and the Property () is not / () is in a federally designated flood hazard area.

CONVEYANCE: SELLER will convey the property to BUYER by a good and valid general warranty deed. This conveyance is subject to existing building restrictions and/or zoning ordinance, all matters shown on the Plat, and all easements and other matters of Record.

SOIL TREATMENT: The soil will be treated for termites prior to construction by a bonded pest control company. The BUYER will be provided with a letter of certification at closing.

RESTRICTIVE COVENANTS: The BUYER accepts and has read the restrictive covenants and homeowner's association membership requirements attached to this property, and agrees to pay homeowner's association dues of not less than \$ _____ per month upon and after closing. **At closing, the buyer(s) must pay the equivalent of three months Homeowner's Association dues and one year's homeowner's insurance policy to establish Homeowners Association Reserves. Buyer Initials _____ / _____ Homeowners's Association fees will be due the 1st day of the month following closing and the 1st day of every month thereafter. See Addendum K**

EXTRAS: If BUYER chooses to have extras added to the property and pays for them upfront the monies are non-refundable if the contract becomes null and void for any reason. If BUYER extras are added and not paid for in advance, SELLER may upon BUYER withdrawal for any reason apply all or part of any earnest money collected to pay for the cost of such extra items.

DEFAULT: Should BUYER default hereunder, the Earnest Money may be forfeited at SELLER'S option as partial liquidated damages, and SELLER may make claim for additional damages or specific performance of this contract, or both. Should SELLER default, the Earnest Money shall be refunded and BUYER may make claim for damages or specific performance of this contract, or both. The parties agree that Real Estate Brokers who would be entitled to a commission as a result of this contract shall have the right to make claim to enforce such commission. On forfeiture of Earnest Money by BUYER, a Real Estate Broker entitled to a commission as a result of this contract may only apply one-half (1/2) of such Earnest Money to the specified commission and shall remit the other half to SELLER. In the event that any SELLER, BUYER or Real Estate Broker entitled to make aim hereunder, shall enforce this agreement (including claims filed after closing which are based on or related to the contract), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees and expenses as determined by arbitration.

ARBITRATION: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any Court having jurisdiction thereof. The BUYER accepts and fully understands Arbitration Agreement. The Arbitrator will be chosen by SELLER.

ADDENDUMS: This contract includes the following attached addendum(s) which are made a legally binding part of this contract: Addendum A () Addendum B () Addendum C () Addendum D () Addendum E () Addendum F () Addendum G () Addendum H () Addendum I () Addendum J () Addendum K ()

Other: _____

It is expressly understood and agreed that this instrument contains the entire agreement between the parties and that, except as herein noted, there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement.

BUYERS INITIALS _____

SELLERS INITIALS _____

DISCLAIMER: BUYER acknowledges that they have not relied upon the advice or representations, if any, of any Real Estate Broker (or Broker's associated salespersons) relative to the legal and tax consequences of this contract in the purchase of the property. BUYER acknowledges that if such matters have been of concern to them, they have sought and obtained independent advice relative hereto.

OFFER TO PURCHASE: I certify that I have fully read, understood, and accept all of the provisions of this contract.

BUYER: _____ BUYER: _____

DATE EXECUTED _____ @ _____ M DATE EXECUTED _____ @ _____ M

SELLING AGENT: _____ PUBLIC ID _____

FIRM: _____ PHONE: _____

Seller hereby:

___ **ACCEPTS** - accepts this offer.

___ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).

___ **REJECTS** this offer and makes no counter offer.

SELLER'S ACCEPTANCE: On the date of closing, SELLER agrees to pay to:

Listing Broker _____, _____ as negotiated commission for Broker services, and

further agrees to pay Selling Broker, _____, _____

as negotiated commission for Co-op Broker services.

SELLER:

Family Limited Partnerships

By: _____

LISTING AGENT: _____ PUBLIC ID _____

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of the offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided on _____ day of _____, _____ by _____ (Name)

BUYERS INITIALS _____

SELLERS INITIALS _____

**ADDENDUM A
PREFERRED SETTLEMENT
SERVICE PROVIDERS**

Seller prefers the following providers of settlement services

1. F & M Bank-Mortgage Division, 1639 Medical Center Parkway, Ste. 101, Tennessee, is Seller's preferred lender. Buyer is not required to use this lender, but in the event Buyer chooses to use this particular branch of F & M Bank-Mortgage Division, Seller agrees to provide up to \$_____ in Buyer's allowances and or closing costs or discount points, notwithstanding any other provisions of this Contract to the contrary. F & M Bank-Mortgage Division agrees to pay up to \$1,000.00 toward buyers closing costs and/or discount points.

2. Southern Title Services, located in Murfreesboro and Smyrna, provides closing services and is the preferred choice of Seller to handle the closing of this transaction. Unless otherwise specified in any Addendum to this Contract, both Seller and Buyer agree that Southern Title Services will close both sides of the transaction and, if permitted by Buyer's lender, will also prepare and close any documents required by Buyer's lender. Buyer acknowledges by its signature to this Contract that it has not been required to use Southern Title Services for any title insurance needs in this transaction. If title insurance is requested, Buyer may choose any title insurance provider for such service.

If buyers elect to choose a title company different than the preferred provider, they still must close the transaction at the Southern Title Company location chosen by the Seller.

BUYER

DATE

BUYER

DATE

SELLER

DATE

BUYERS INITIALS _____

SELLERS INITIALS _____

ADDENDUM C
ADDENDUM TO PURCHASE AGREEMENT

FAMILY LIMITED PARTNERSHIPS
100 Prince Street
Shelbyville, Tennessee 37160

1. SELLER will not pay for any special warranties.
2. SELLER will not allow any FHA fee inspections, since they are not required based on HUD mortgage letter #201-27, effective 10/23/2001.
3. SELLER will not pay any additional fees, unless approved by the SELLER prior to closing.
4. Builder/SELLER has the right to access and cross any and all property lines to perform construction work on any and all lots.
5. Due to liability, access to the home and lot located at _____ prior to closing may occur only under the direct supervision of a representative of HASTINGS F.L.P. or the Real Estate Agent for the SELLER. The BUYER must make an appointment to have a representative of the SELLER present.
6. The BUYER shall not perform any work or make any changes to the property or the house prior to closing. BUYER will be charged for any expenses incurred associated with unauthorized work including any costs incurred by the need for any re-inspection required to satisfy code officials, lending institutions or loan guarantors.
7. SELLER reserves the right to approve BUYER or lender's appraiser prior to his/her appointment. Failure of BUYER to obtain SELLER'S approval of the appraiser shall give SELLER the right to cancel this Contract.
8. SELLER shall not be responsible for providing a staked survey and shall not be responsible for re-staking property prior to or after closing if original survey stakes have been removed. BUYER may order a new survey or order re-staking at his/her expense.
9. Closing and/or occupancy of the property constitutes BUYER acceptance of dimensions, materials, colors, and/or products used in the house and that nothing else is lacking concerning size, shape, materials, products, colors, plans and specifications or site conditions present or future.

BUYER

DATE

BUYER

DATE

SELLER

DATE

BUYERS INITIALS _____

SELLERS INITIALS _____

ADDENDUM D
ADDENDUM TO PURCHASE AGREEMENT

HASTINGS F.L.P. SALES CONTRACT

FINANCIAL RESPONSIBILITY and CONTINGENT LIABILITY. The intent of this addendum is to insure that the BUYER is financially able to close the property on or about the contracted date of closing.

1. The BUYER, BUYER'S Agent, BUYER'S lending institution and all who are involved in this real estate transaction dated: _____ and pertaining to the property known as: _____ will, upon request, grant the SELLER access to all financial information concerning the BUYER that is pertinent to this transaction.
2. Information that is requested by the SELLER or the SELLER'S agent will be furnished in writing to the SELLER or the SELLERS agents within (1) business day or within a reasonable amount of time as deemed by the SELLER.
3. Refusal to comply with this addendum or failure to promptly disclose pertinent financial history which might adversely affect loan approval may result in the BUYER'S loss of earnest money and possible action by the SELLER and/or the SELLER'S agents.
4. **BUYER shall require the lender to include affirmation of the terms and conditions of this contract in the commitment letter.** Buyer shall direct lender to provide written notice of intent to fund mortgage loan At least fourteen (14) days prior to scheduled closing.
5. SELLER has the right to accept or reject all commitment letters issued from the BUYER'S mortgage company. **Buyers and Buyer's agent must disclose any familial relationships extant between Buyers, Buyer's Agent or Buyer's lender in writing at the time this contract is executed.**
6. SELLER has the right to require clarification and/or removal of any conditions listed on the BUYER'S commitment letter.
7. If the BUYER is receiving gift funds the amount and source of the funds must be disclosed to the SELLER at the time the contract is submitted to the SELLER. Gift amount: _____.
Gift Source: _____
8. If gift funds are involved in this transaction the SELLER has the right to require all gift funds to be deposited with the SELLER. These funds will be considered as a portion or all of the BUYER'S earnest money.
9. At the time the BUYER'S lending institution accepts this executed contract it has therefore accepted all provisions of the contract. The SELLER has the right to charge the Lender and/or the buyer a minimum of \$50.00 per day for any delays in closing due to the Lender or Buyer not having the loan package completed by the date of the contracted closing unless the contract has been previously extended by both parties.
10. **BUYER may not change mortgage lenders after a bonafide mortgage commitment letter is received by SELLER without prior approval from Seller or Seller's Agent. If consent is granted, and delay in closing is caused by the new Lender, Buyer agrees to pay Seller all expenses caused by such delay which in no case shall be less than \$50.00 per day. The BUYER changing mortgage companies without SELLER'S consent shall constitute a breach of Contract and may result in termination of Contract and forfeiture of BUYER'S earnest money, at SELLER'S option.**
11. BUYER shall be responsible for maintaining the integrity of his/her financial standing from the time of receiving the lender's letter of commitment to the time of closing. Any direct action by the BUYER which results in the lender's denial of mortgage funds shall result in forfeiture of earnest money, and shall establish cause for action by the SELLER to recover damages for failure to comply with the terms of this contract.

BUYER

DATE

BUYER

DATE

SELLER

DATE

BUYERS INITIALS _____

SELLERS INITIALS _____

ADDENDUM E
ADDENDUM TO PURCHASE AGREEMENT

Relative to the beginning date of construction, change orders, and the date of closing/possession the SELLER and BUYER agrees as follows:

1. The BUYER must have all requested information to the lending institution within five (5) working days of the effective date of Contract.
2. After the contract is accepted the BUYER will be charged a \$150.00 fee plus the cost of any changes made to the home. All changes must be paid for by the BUYER at the time the change is requested. A written addendum must accompany all changes. The amount paid by the BUYER for changes is not refundable in the event the BUYER is unable to purchase the home.
3. The estimated closing date will be on or about _____, and is directly related to the Mortgage Acceptance Letter, availability of materials, labor or subcontractors, inclement weather, strikes, changes in government regulation, acts of governmental agencies or their agents or employees, acts of God, BUYER'S failure or refusal to make decorator selections, BUYER'S request for changes, BUYER'S lack of cooperation, or interference with SELLER'S construction of dwelling for any reason. SELLER may, at his option from time to time, extend the closing date for a period equal to the time of such delays. It is understood that there is no guaranteed date of completion, and the SELLER shall have no liability for failure to complete dwelling within a reasonable time period.
4. BUYER agrees to immediately close and purchase the property within five (5) working days after being notified by the BUYER or BUYER'S agent that a Certificate of Occupancy has been received by the appropriate governmental regulating authority. Failure of the BUYER to close within two (2) working days after receipt of Certificate of Occupancy can result in forfeiture of all monies paid to SELLER and this contract becoming null and void, or in the alternative, at SELLER'S option, a charge of fifty & No/100 (\$50.00) Dollars per day shall be assessed against the BUYER for every day after the two (2) working days BUYER fails to close this sale, in order to reimburse SELLER for the costs in holding this property for BUYER until closing. Said charges being collected at and as a condition of closing.
5. BUYER agrees that no special order appliances shall be delivered to the residence until after the property has closed. Seller or Appliance Vendors shall have up to five working days to deliver said special order items during normal working hours Monday through Friday. Seller or Appliance vendors assume no responsibility of on-time delivery in the event that Buyer fails to provide access to the residence during normal working hours.
6. In the event that any local utility or government agency shall increase an existing fee, permit cost or tax which is applicable to _____, Buyer agrees to reimburse the Seller at closing for the fee, or to add amount equal to said fee, permit cost, or tax to the contracted selling price.

BUYER

DATE

BUYER

DATE

SELLER

DATE

ADDENDUM F
ADDENDUM TO PURCHASE AGREEMENT

Allowance Selection Addendum

BUYER'S Name: _____ Date: _____

Lot Number: _____ Subdivision: _____

Plan Name: _____

BUYER hereby authorizes the following allowance selections to plan and/or specifications referring to the residence above, subject to terms and conditions in the "ORIGINAL CONTRACT" at terms and prices shown. This addendum should be completed and submitted with the Original Contract.

Sales Price \$ _____

1. Appliances to be pre-package design for all plans from H.H. Gregg to include stove, stove hood, and dishwasher. Optional Appliances Available:

A. Washer and Dryer: Model # _____ White____ Black ____ Cost ____

B. Refrigerator: Model # _____ White____ Black ____ Cost ____

C. Microwave (built-in): Model # _____ White____ Black ____ Cost ____

Lighting Selection: Brushed Chrome _____ Brass _____

2. Color Selection: Plan _____
(Choice must be submitted with all contracts)

A. Countertops _____

B. Cabinets _____

C. Paint _____

D. Carpet _____

E. Vinyl _____

Hardware Selection: Chrome _____ Brass _____

BUYER

DATE

BUYER

DATE

SELLER

DATE

BUYERS INITIALS _____

SELLERS INITIALS _____

ADDENDUM H

ADDENDUM TO PURCHASE AGREEMENT

HASTINGS F.L.P. SALES CONTRACT

New Home Orientation, Occupancy and Warranty

1. SELLER shall notify BUYER when the property is completed. Prior to closing, BUYER and SELLER SHALL inspect the Property and execute a written Buyer's New Home Orientation (N.H.O.) List specifying all items that remain to be completed. No items shall be part of the N.H.O. List, unless such items are actually written on the N.H.O. List. BUYER acknowledges that the SELLER will make its best effort to complete all of the items specified in the agreed upon List on a timely basis and will use commercially reasonable efforts to cause the completion of such items identified in the N.H.O. List within 10 days, but the fact that any repairs, touch ups or adjustments are incomplete shall not constitute a valid reason for BUYER'S failure to close. BUYER further agrees that under no circumstances shall the closing be delayed or postponed due to BUYER'S or SELLER'S inability to inspect the Property and execute an Orientation List prior to closing and there shall be no withholding of any or all of SELLER'S proceeds at closing for any such List items, without the express written approval of the SELLER. Any item contained on the Orientation List which will cost more than \$5,000.00 to complete shall be deemed a material obligation of SELLER hereunder, and BUYER may elect to delay the Closing until such item has been completed, as its sole and exclusive remedy.
2. Except for items set forth in the New Home Orientation List, BUYER expressly acknowledges acceptance of all conditions or circumstances existing in the Property and waives and releases SELLER, its agents, employees and subcontractors, and broker, from any claim, rights of action or suits seeking rescission of this Contract, damages or other relief based upon, or relating to, any condition or circumstances existing on or in the vicinity of the Property, except as may be covered by the SELLERS One Year Written warranty if any, given to the BUYER by the SELLER. Upon satisfactory disposition of the items set forth in the New Home Orientation List, this acceptance, waiver and release shall apply to such items as well, except as may be covered by the SELLERS One Year warranty.
3. BUYER acknowledges that the construction of the home has undergone inspections from the proper building and code authorities and that BUYER will not require any further professional inspections from public or private individuals. The final inspection or New Home Orientation specified in the foregoing paragraphs shall only be conducted by BUYER and SELLER'S New Home Orientation Representative.
4. SELLER'S representative will instruct the BUYER on the locations of mechanical systems, electrical panels, water heaters and plumbing hook-ups; and shall instruct the BUYER on the proper operation of basic appliances.
5. SELLER shall have ten working days to complete the recorded adjustments, the completion of which shall be acknowledged by the BUYER in writing. The Sellers New Home Orientation Representative will return to the home thirty days from closing to insure the New Home Orientation List has been completed and answer any questions the Buyer has regarding the operations and location of the Mechanical systems. The New Home Orientation Representative will return 11 months after closing to insure that work requested during the period after closing has been completed. Only items expressly written in the Sellers One Year Warranty will be addressed at this time. The Buyer must be available for the follow-up visits during the regular working hours of the New Home Orientation Representative. The New Home Orientation Representative will call in advance to set up an appointment for the follow up visit. (Monday through Friday 8:00 A.M. until 5:00 P.M.)
6. Warranty for items included on the New Home Orientation List shall not exceed the one year warranty period regardless of when they are corrected.
7. No adjustment will be made to any finish or surface as a result of any redecorating by the owner, or as a result of any construction or modification made by the owner.
8. The SELLER will have the structure cleaned properly prior to closing, but BUYER agrees to attend to minor cleaning items such as removing surface dust on floors, walks, driveways, porches and patios. No cleaning will be done after move-in.
9. The SELLER shall provide the BUYER with a **one-year limited warranty** covering the structure in lieu of all other warranties expressed or implied. (See item 12 below).
10. The SELLER shall deliver to the BUYER at closing written one year limited warranties from the plumbing, electrical, heating and cooling, security system and cable television sub-contractors which shall run concurrent with the SELLER'S warranty. The Buyer will be given a list of sub-contractors to contact in the event emergency repairs are required.
11. The SELLER shall provide the BUYER at closing with copies of all factory warranties on appliances, windows and doors, heating and cooling equipment, security systems and any other applicable material warranties.
12. BUYER shall at closing review the warranties and as a condition of closing accept said warranties and applicable procedures for implementing said warranties including commitment of warranty disputes to binding arbitration.

BUYERS INITIALS _____

SELLERS INITIALS _____

ADDENDUM H CONTINUATION

- 13. Implied Warranty of good workmanship and materials in contracts for **initial sale of new house from builder vender will only be implied when written contract is silent; builder venders and purchasers are free to contract in writing for warranty upon different terms and conditions or to expressly disclaim any warranty. T.C.A. / 47-2-314. 632 s>w>2D 538 Tenn. 1982. Dixon v. Mountain City Const. Co. 632S.W.2d 538 (Tenn. 1982). By accepting the written builders warranty the BUYERS hereby waives all rights to any implied warranty.**
- 14. No Landscaping materials including grass, sod, shrubs, or trees shall have any warranty written or implied.
- 15. BUYER agrees to provide access to the property for warranty work between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday.

BUYER

DATE

BUYER

DATE

SELLER

DATE

ADDENDUM I
ADDENDUM TO PURCHASE AGREEMENT

HASTINGS F.L.P. SALES CONTRACT

Building Code Requirements Relative to Changes in Plans and Specifications

SELLER AND BUYER HEREBY AGREE AS FOLLOWS:

1. All homes are built to meet the basic requirements of local codes.
2. Floor plans are artist renderings only and are not part of the legal contract. Floor plans and standard features may vary according to alternate styles selected and are subject to change without notice.
3. All square footages noted on floor plans are approximate. Finished dimensions may vary slightly from those shown.
4. Four cable outlets and two telephone jacks will be provided and the location will be determined by the builder. Additional telephone jacks and/or cable outlets may be provided and noted on this contract and must be paid for by the BUYER at the time the contract is accepted. Comcast of Nashville, LLC owns and has the exclusive right to use the cable wiring in each unit. Buyer's wishing to have satellite cable wiring installed must pay in advance for that wiring as an extra to this contract.
5. Location of all heat and air units, the ductwork, return air and the vents will be determined by the builder as per local building codes.
6. Location of all electrical panels and outlets will be determined by the builder.
7. There will be no deadbolts unless noted in this contract and paid for by the BUYER at the time the contract is accepted.
8. Location, size and quantity of all doors and windows will be determined by the builder and may vary from sales drawing.
9. Width, length and location of all driveways, sidewalks and walkways will be determined by the builder.
10. Location of all mailboxes will be determined b the builder.
11. Location, quantity and dimensions of all kitchen and bathroom cabinets will be determined by the builder.
12. All light fixtures and the location of light fixtures will be determined by the builder.
13. The location and type of attic accesses will be determined by the builder.
14. All interior and exterior plumbing locations, quantities and types of fixtures and accessories will be determined by the builder and may vary from the floor plan.
15. Location of all exterior water faucets will be determined by the builder.
16. Location and sizes of all patios will be determined by the builder.

BUYER

DATE

BUYER

DATE

SELLER

DATE

BUYERS INITIALS _____

SELLERS INITIALS _____

ADDENDUM J
ADDENDUM TO PURCHASE AGREEMENT

HASTINGS F.L.P. SALES CONTRACT

Disclaimer and Waiver On Mold and Fungus

Addendum to the contract for Sale of Real Estate Dated: _____.

Property Address: _____.

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. As a BUYER you are free to retain at your expense a certified professional to inspect your dwelling for mold or mold producing conditions prior to closing. Our responsibility as a SELLER 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 construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of one year. The SELLER nor his agents will be held liable for any damages caused by mold, mildew, fungus or any other natural agent resultant from exposure to mold during the construction process or otherwise to include but not be 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.**

This notice, disclosure and disclaimer agreement is hereby appended to and made a part of the contract of sale. The consideration for this agreement shall be the same consideration as stated in the contract of sale. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of the notice, disclosure and disclaimer agreement. I have carefully read and reviewed its terms, and I agree to its provisions.

BUYER

DATE

BUYER

DATE

SELLER

DATE

BUYERS INITIALS _____

SELLERS INITIALS _____

**Hastings Family Limited Partnership
Addendum K
Home Owners Association**

1. The buyer(s) have received a copy of the Home Owners Association Restrictive Covenants and Bylaws and agree to abide by all the association membership requirements attached to the Property known as

_____.

2. The buyer(s) agrees to pay the Home Owners Association fees of not less than \$_____ per month upon and beginning the 1st day of the 1st month after closing and the 1st day of every month thereafter.

3. The buyer(s) agrees to pay the prorated amount of \$_____ per day if the property closes on any day other than the 1st day of any month. This amount will be collected at closing.

4. At closing the buyer(s) agrees to pay the equivalent of three months Home Owners Association fees to establish Homeowners Association Reserves. The Buyer(s) understand that this is not the first 3 months in advance and the Home Owner Association fees will be required to be paid as stated in paragraph 2 and 3 of this addendum. If these dues are not paid on a timely basis the Home Owners Association will take legal action.

5. The Buyer(s) agree to pay one year of homeowners' hazard insurance at closing. Homeowners Hazard Insurance is required to be paid as a prepaid for the 1st year of ownership at closing to the Home Owners Association. Homeowners' hazard insurance is not collected in arrears. The payment of your Homeowners Association fees will fund the following years hazard insurance thereafter.

6. The buyer(s) agrees to pay a one time transfer fee of \$150 and a one time working capital fee of \$160 to be collected at closing.

7. The buyer(s) further understand that their lending institution must read and agree to abide by all the terms and conditions of this contract. If these amounts are not reflected on the Buyer(s) Good Faith Estimate from their lender the buyer(s) agree to hold Hastings F.L.P. and the agents involved in this transaction harmless. The buyer(s) will be responsible for paying all of the fees included in this addendum at closing.

8. The buyer(s) understand that at any time the Homeowners Association has the right to amend the Restrictive Covenants and Bylaws. The Buyers Agrees to abide by all such amendments to the Restrictive Covenants and Bylaws.

9. The buyer understands that the Homeowners Association fees are not guaranteed and are subject to increase or decrease based upon the will of the Home Owners Association or the fluctuating cost of services.

10. Any changes made to the property including but not limited to upgrades, appliances and personal effects are not covered under the Home Owners Association hazard insurance policy and it will be the responsibility of the homeowner to insure such items.

11. In the event the homeowner sales this property the terms and conditions of this addendum will be meet by the purchaser. If all terms and conditions are not meet the homeowner of record prior to the sale of the property will be required to pay to the Home Owners Association all items not collected at closing.

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Hastings Family Limited Partnership

BUYERS INITIALS _____

SELLERS INITIALS _____

Addendum For Construction

1. This is a contractual agreement between the Buyer(s) and _____
Homeowners Association pertaining to the property known
as:_____. The
original contract for sale of this property has an effective date of _____
Between the buyer(s)_____
And the seller _____.
This agreement will extend past the closing of the property.
2. This agreement is pertaining to any and all construction that will alter the aforesaid property.
3. There will be no construction vehicle on or at the site unless work is in progress.
4. All general contractors and subcontractors hired by the homeowner will provide the Homeowners Association with proof of liability insurance and workmens compensation insurance prior to performing any alterations.
5. Under no circumstances will any exterior portion including but not limited to the firewall, the roof, the exterior or the landscaping of the Townhome be altered in anyway.
If any alterations are made that cause property damage or defects the repairs will be completed immediately by the Home Owners Association at the expense of the home owner. The home owner will take full responsibility and make the home available for such repairs during regular business hours (8:00 a.m. Til 4:00 p.m. Monday through Friday).
6. All construction debris will be removed from the site on a daily basis.
7. The homeowner must submit complete plans to the Homeowners Association for approval prior to beginning any construction or alterations. Absolutely no construction or alterations to the property are to begin without prior approval from the Home Owners Association.
8. The homeowner must supply the Homeowners Association with all permits pertaining to the work to be performed prior to beginning any construction or alterations.
9. In no way will the firewall be penetrated or damaged by the home owners, the general contractors or the subcontractors hired by the buyer(s). In the event the firewall is damaged in any way the repairs will be made immediately by the Home Owners Association at the expense of the home owner at fault. The home owner will take full responsibility for the damages and will make the home available for such repairs during regular business hours (8:00 a.m. til 4:00 p.m. Monday through Friday).

Buyer _____ Date _____

Buyer _____ Dtae _____

Seller _____ Date _____

HASTINGS F.L.P. SALES CONTRACT

FHA Real Estate Certification and Amendatory Clause

Property Address: _____.

Real Estate Certification:

It is further agreed and understood that in submitting a request for a Firm Commitment for mortgage insurance, the SELLER (s), the Purchaser (s), and the Broker or Agent involved in the transaction do each certify that the terms of the contract for purchase are true to the best of his/her knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is fully disclosed and is part of, or attached to the sales agreement.

Amendatory Clause:

It is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the sales contract.

The purchaser (s), SELLER (s), and selling agent or broker verify that we have read, understood, and agreed to both of the above paragraphs and understand they are a part of our sales contract.

BUYER

DATE

BUYER

DATE

SELLER

DATE

BUYERS INITIALS _____

SELLERS INITIALS _____

HASTINGS F.L.P. SALES CONTRACT

Exclusivity Agreements

In order to minimize solicitation to BUYERS from security and water treatment companies, the SELLER has entered into limited exclusive agreements with certain vendors to provide these systems and services at very low prices.

1. BUYER agrees to abide by an exclusivity agreement between the SELLER and **Homesecond Security** of Murfreesboro, Tennessee for the provision of security systems and monitoring services for a period of three years from the date of closing. This agreement shall be void if and only if **Homesecond Security** fails to provide systems and monitoring services at prices equal to or lower than competing companies offering identical equipment and services.

BUYER

BUYER

SELLER

Hastings F.L.P. Sales Contract

Exclusivity Agreements

In order to minimize solicitation to BUYERS from security and water treatment companies, the SELLER has entered into limited exclusive agreements with certain vendors to provide these systems and services at very low prices.

1. BUYER agrees to abide by an exclusivity agreement between the SELLER and **Security 1st L.L.C.** of Smyrna, Tennessee (615-220-0340) for the provision of security systems and monitoring services for a period of three years from the date of closing. This agreement shall be void if and only if **Security 1st L.L.C.** fails to provide systems and monitoring services at prices equal to or lower than competing companies offering identical equipment and services.

BUYER

BUYER

SELLER