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**ADDENDUM TO BIA REAL ESTATE PURCHASE AGREEMENT FOR HOME CONSTRUCTION**

This Addendum is made a part of the Real Estate Purchase Agreement (the "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, (the "Seller") and \_\_\_\_\_, (collectively, in the singular the "Buyer") regarding lot number and/or address \_\_\_\_\_ of the \_\_\_\_\_ subdivision in \_\_\_\_\_ Ohio. The provisions herein are designed to set forth understandings and clarify specific details of the home building process that are at times confusing. These provisions do not alter the rights and responsibilities of the parties under previously executed Agreements, including the Real Estate Purchase Agreement or the Limited Warranty Agreement, and any conflict of provisions between this Addendum and the previously executed Agreements shall be resolved in favor of the previously executed Agreements.

Please read all items contained herein carefully before signing.

Buyer and Seller agree to the following:

**Change Orders.** Any non-structural change made after the selection sheet has been completed will require a fee of \$\_\_\_\_\_, as well as the actual cost to complete the change. Any structural change made 14 days after execution of the Real Estate Purchase

Agreement will require a fee of \$\_\_\_\_\_, as well as the actual cost to complete the change. A check in the amount of the change order fee plus the total change order price must be attached to the change order, along with the signature(s) of the Buyer, as submitted to the Seller. No change order will be final without these elements, as well as the signature of the Seller or his/her authorized representative. The Seller reserves the right to reject a change order at his/her sole discretion. No major changes, as determined by Seller at his/her sole discretion, will be accepted after the home has been placed on the construction start list. Buyer acknowledges that they are jointly and severally liable for any change orders signed for by an individual Buyer, if there are multiple Buyers as parties to the Real Estate Purchase Agreement.

**Buyer Initials** \_\_\_\_\_ **Buyer Initials** \_\_\_\_\_

**Utility, Easements, Developer Improvements, Governmental Regulations.** Due to the fact that development of the \_\_\_\_\_ subdivision may not be complete as of the date of the execution of this Agreement, current information and understanding concerning the lot are subject to change. Examples of items that may be changed include but may not be limited to the following:

1. Utility transformers, lines, cables, pipes, poles, manholes, drains, or other facilities of public or private utilities may be placed or relocated on the lot.
2. The grade of the lots.
3. Easement locations may change, or may be added.
4. Lot numbers, size of lot or property lines.
5. Developer restrictions or governmental regulations altering allowable uses and limitations on the lot, including but not limited to placement of fences, yard amenities or equipment.

**Buyer Initials** \_\_\_\_\_ **Buyer Initials** \_\_\_\_\_

**Adjacent Properties.** Properties which are adjacent to communities in which Seller builds homes are in most cases owned by unrelated parties.

Buyer is relying solely on Buyer's own investigation as to the ownership, zoning, approved and future uses of property located adjacent to and in the vicinity of the subdivision in which the house and lot are located. Buyer is not relying on any statement, speculation or other communication made during the sales process, or otherwise by anyone. Buyer acknowledges that Seller and its agents have made no representations or warranties written or oral with respect to the adjacent property or of any property located in the vicinity of the subdivision in which the house and lot are located. Buyer acknowledges and agrees that he/she/they are not relying on any representations by Seller as to adjacent properties, including the future existence of trees or any other amenity on such properties.

**Buyer Initials** \_\_\_\_\_ **Buyer Initials** \_\_\_\_\_

**Trees.** Seller does not and will not imply nor guarantee the survival of any tree that may exist on or near the subject lot or any home site before, during or after construction of the home. The Seller may remove any trees deemed necessary by Seller at Seller's sole discretion and judgment to construct the home and install driveways, walks and utilities or other items. Seller will not be responsible for the removal of any other trees, growth, or vegetation, living or dead, and cannot insure proper drainage in areas left in a natural state. Seller is not required to take any extraordinary measures to promote the survival of any trees or growth as certain species of trees have a high mortality rate due to any change in environment. Seller will sod or seed areas cleared by Seller up to, but not including areas with trees or other growth. Buyer may not perform any additional clearing, grading, or landscaping of the property, until Buyer has closed with Seller, and only in accordance with all applicable laws, and restrictive covenants, and subject to any warranty responsibilities.

**Buyer Initials** \_\_\_\_\_ **Buyer Initials** \_\_\_\_\_

**Deed Restrictions/Homeowner's Associations.** The community in which Seller builds homes is subject to deed restrictions and may be subject to further governance by a community or homeowners' association. Restrictions may limit or prohibit certain uses, including but not limited to swimming pools, storage buildings, boats, trailers and may restrict the type and location of fences. (Please thoroughly read the deed restrictions and/or association governance documents for further details.) Association documents may also require the payment of dues or assessments to maintain common improvements such as entry landscaping, reserves and other amenities.

By virtue of purchasing and closing on the subject property, and initialing below, Buyer hereby acknowledges the existence of said deed restrictions and the community association, if applicable, recognizes his/her/their responsibility to thoroughly read and comply with same, agrees to the restrictions and governance applicable to the community and to becoming a dues paying member of the association upon the closing of the lot.

**Buyer Initials** \_\_\_\_\_ **Buyer Initials** \_\_\_\_\_

**Color Variation.** The Buyer herein acknowledges that color and shade variations may occur in the construction materials used and the repairs of such materials. Examples of this include but may not be limited to:

1. The use of different species of wood and their inherent grain patterns will promote shade and color variations of the interior woodwork.
2. Both manufactured and natural materials may vary in color or shade from the samples shown at Seller's model home, design center or a material supplier's facility.

3. Grout, mortar, stone, brick, stucco or other masonry, vinyl, wood, cement/fibrous or other siding or siding trim or adhesive material used in conjunction with tile, brick or stone, siding, trim or other repairs will vary in color or shade from the original installation.

4. Color and shade variations may occur in materials including, but not limited to carpet, vinyl flooring, cabinetry and interior woodwork, paint, stain, siding and roofing materials, concrete and stucco.

**Buyer Initials** \_\_\_\_\_ **Buyer Initials** \_\_\_\_\_

**Stucco.** If Buyer selects a home with a stucco exterior, Buyer acknowledges the possibility of color variations from the Seller's sample or model. Stucco colors may vary in appearance due to factors such as temperature, humidity, wall temperature, age, weathering and texture of stucco. Buyer understands that the use of lawn sprinklers, hoses or other irrigation that may spray water on stucco can result in discoloration of the stucco. Seller shall not be responsible for refinishing stucco as a result of color discrepancies from samples or variations in stucco color on the home, either from initial or remedial construction. "Extractive bleeding" is a stain or run on the stucco in areas where wood trim or other material comes in contact with the stucco. The cause of "extractive bleeding" is not known and therefore cannot be completely prevented.

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**Natural Materials.** Due to the inherent characteristics of natural materials, Seller cannot guarantee an exact color match in different areas or repaired areas. This applies to examples that include, but are not limited to grout used with tile, staining of natural trim or siding, stucco, stucco repair, concrete, and mortar used with stone or brick.

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**Alterations to Grade.** The Seller has or will establish a final grading and drainage system for the home that is designed to work with the damproofing, waterproofing, sump-pump, exterior drain system, downspouts, conductors, and/or other water management systems, if applicable. Buyer acknowledges that any alterations to grading due to the installation or addition of landscaping, patio, service walks, paths, driveways, irrigation systems, gardens, or otherwise which obstructs or changes the initial grading pattern as established by the Seller, shall be the sole responsibility of the Buyer. Any such alterations to grade should be overseen by a licensed professional or contractor.

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**Construction Scheduling.** The above referenced lot may be located in an area in which streets, utilities, government approval or developer work have not yet been completed. These or other steps may be necessary prior to Seller being able to commence construction on the lot, but they are not within Seller's control. Seller is not therefore responsible for the impact on Buyer which results from delays from governmental, development, utility or other approval or construction processes that are outside of Seller's control.

**Buyer Initials** \_\_\_\_\_ **Buyer Initials** \_\_\_\_\_

**Buyer hereby acknowledges the receipt and understanding of each of the above items by the placement of his/her/their initials under the items and agrees that executing this Addendum with his/her/their signature is additional evidence of same.**

**BUILDER SIGNATURE:**

**OWNER SIGNATURE(S):**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

\_\_\_\_\_

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

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

**THIS FORM HAS BEEN PREPARED BY THE BUILDING INDUSTRY ASSOCIATION OF CENTRAL OHIO, INC., AND IS FOR USE BY ITS MEMBERS ONLY. ANY OTHER USE OF THIS AGREEMENT BY INDIVIDUALS OR ENTITIES WHO ARE NOT MEMBERS OF THIS BUILDING INDUSTRY ASSOCIATION OF CENTRAL OHIO, INC., IS STRICTLY PROHIBITED.**

This Real Estate Purchase Agreement Addendum is designed to be executed in conjunction with a Real Estate Purchase Agreement between the issuing Seller and the Home Buyer. It binds and is legally enforceable as to the executing parties only. The Building Industry Association of Central Ohio is not a party to this Addendum. Thus, this Addendum does not represent any agreement by the Building Industry Association of Central Ohio, Inc. and shall not be interpreted or represented as a sales contract, warranty agreement, or promise of any kind to be fulfilled by the Building Industry Association of Central Ohio, Inc.

**THE BUILDING INDUSTRY ASSOCIATION OF CENTRAL OHIO, INC., RECOMMENDS THAT ALL PARTIES TO THIS AGREEMENT BE REPRESENTED BY LEGAL COUNSEL.**