

**CONTRACT REVIEW CHECKLIST
FOR
PAY AT THE END**

Date: _____ **Lot:** _____ **Purchaser:** _____

Seller Agent: _____

Buyer Agent: _____

Responsible RE/MAX RS Manager: Pat Burns _____ GR Falls _____

_____ Deposit: (Check to be payable to Liberty Homes, Inc., not Agency)

_____ Option Schedule

_____ Rendering or Copy of Plan Signed

_____ Survey of Property Attached

_____ Purchase Agreement

_____ Financial Terms & Conditions Addendum

_____ Construction Specifications Signed

_____ Standard Features Signed

_____ Addendums: ___ Upgrades ___ Warranty Service ___ Restrictive Covenants ___ Lot & Soil Condition

_____ Color Choices

_____ Wood Floor Care

_____ Purchaser Information Processing Form

_____ Realtor Fee Agreement (Real Estate Companies Only)

_____ Landscape Form Signed (Mountain Brook, Spotswood Glade, Reedy Creek Only)

_____ Initial Contact Needed From Dominion Trust Mortgage _____

_____ How did you hear about Liberty Homes? Signs/RE Weekly/Referral/Daily Progress MLS,
Other _____.

NOTES:



OPTION SCHEDULE

Charlottesville

Effective August 1, 2007



Purchaser's Name _____ Date: _____

Purchaser's Name _____ County: _____

Property: _____

House Model Type:	Price	√	Extended
Base Price of House			
Front Elevation Type:			
Dormer Type:			
Sunroom 10'x12' Vault, Fan & 15 Lite Door (Other "even sized" rooms available at same sq ft price)	\$12,000		
Basement (includes 2 Windows, 15 lite door and 2 or 3 Sides Poured Concrete)(Brick veneer is extra)	\$30 psf		
Basement Space between 1200 and 1600 sq. ft. subtract 15% ; over 1600 sq. ft. subtract 20%			
Basement Bath Rough-In (Does Not Include Pump, if Required by the Health Dept.)	\$1,000		
Basement HVAC (Rough-in Primary Duct Work Only & Upgraded Mechanical)	\$1,500		
2-zone HVAC Units (Recommended w/ Bsmts & Finished Bonus Rm. Opts (Not Sized or Designed to handle bsmt.)	\$4,800		
Covered Porch 4'x6' (Side Door Location Only)	\$2,000		
Bay Window: Box _____ Angled _____	\$2,000		
Beaded Siding Upgrade on the Base Home Only. Optional Features (i.e, Garage, are extra)			
Deep Garden Bath 5 ft. Length & Shower in Master Bath (Glass Shower Door Not Included)	\$2,700		
Whirlpool Jets in Master Garden Bath (Available Only in Conjunction with Garden Bath Option)	\$900		
Glass Shower Door For Std. Tub or Optional Shower	\$600		
Double Bowl Vanity in Master Bath	\$650		
Patio Door 5'4" Center Hinged (Incl Safety Bar: Stairs, Stoop, or other landing not included)	\$1,250		
Triple Patio Door (Incl. Safety Bar: Stairs, Stoop, or other landing not included)	\$1,800		
Single Full Glass Dr. (Incl. Safety Bar: Stairs, Stoop, or other landing not included)	\$690		
Pedestrian Door in Garage	\$590		
10'x12' Deck (Includes up to 3 Steps on Crawl). No Steps w/Basement Construction.	\$2,160		
10'x12' Concrete Patio (Must have Patio or Sliding Glass Door Option)	\$1,800		
Gas Fireplace: (Purchaser Arranges Tank Installation)	\$3,990		
Wood Fireplace	\$4,490		
Lamp Post at End of Front Sidewalk (up to 15' from house)	\$450		
Complete Alarm System (Not Connected to the Police Dept.)	\$1,800		
Octagon Ceiling (Includes Single Crown on Inside of Octagon). Location:			
Vaulted Ceiling (Includes Paddle Fan w/ Light). Location:			
Oak Stairs: 3 treads open one side (add \$500 for both sides open)	\$2,000		
Hardwood Flooring: [] Prefinished or [] Nail, Sand, & Finish (Minnimum of 2 Rooms).	\$9.75 psf		

Hardwood Flooring Location:			
Prewire Microwave	\$150		
Garbage Disposal (Not Available with Septic System)	\$250		
Extra TV/Phone Jacks: Location:	\$125 ea		
Pre-Wire Paddle Fan	\$200		
Paddle Fans (Wire, Supply & Install). Location:	\$300		
Extra Window Location(s):	\$325		
Single Member Chair Rail: <input type="checkbox"/> Dining Room, <input type="checkbox"/> Foyer	\$250 ea		
Single Member Crown Molding: <input type="checkbox"/> Living Room, <input type="checkbox"/> Dining Room, <input type="checkbox"/> Foyer	\$250 ea		
Double Member Chair Rail: <input type="checkbox"/> Dining Room, <input type="checkbox"/> Foyer	\$500 ea		
Double Member Crown Molding: <input type="checkbox"/> Living Room, <input type="checkbox"/> Dining Room, <input type="checkbox"/> Foyer	\$500 ea		
Picture Mold: <input type="checkbox"/> Living Room, <input type="checkbox"/> Dining Room, <input type="checkbox"/> Foyer	\$500 ea		
Trip Charge / Mileage (\$250.00 per mile beyond 10 mile radius of Zion Crossroad)			
*Additional Allowances for Carpets, Net Usable \$ _____			
*Additional Allowances for Cabinets, Net Usable \$ _____			
*Additional Allowances for Site Work, Grading, Etc., Net Usable \$ _____			
*Additional Allowances for Well and Septic, Net Usable \$ _____			
*Additional Allowances for Driveway Stone, Net Usable \$ _____			
*Additional Allowances for: Net Usable \$ _____			
*NOTE: ADDITIONAL ALLOWANCES ARE CHARGED A 25% SURCHARGE IF NOT PAID DIRECTLY TO SUPPLIER			
Real Estate Commissions are not paid on any allowances			
Unused allowance shall be credited back to purchaser without a 25% surcharge			
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			
Other			
TOTAL PURCHASE PRICE (Homesite to be Purchased Separately)			

PURCHASER UNDERSTANDS THAT AFTER FINAL SELECTIONS ARE MADE, CHANGES WILL RESULT IN A CHANGE ORDER FEE OF NOT LESS THAN \$950 AND ACCEPTED ONLY UPON SELLER'S APPROVAL.

PURCHASER IS RESPONSIBLE FORMAKING APPLICATION FOR ELECTRICAL SERVICE.

_____		Liberty Homes, Inc.	
PURCHASER	DATE	SELLER	
		Class A Builder #2705 038060A	
_____		By: _____	_____
PURCHASER	DATE		DATE

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2010 by and between Liberty Homes, Inc. ("Seller") and _____ ("Purchaser").

- 1) **PURCHASE AND SALE.** Seller agrees to sell and Purchaser agrees to purchase, subject to the terms and conditions herein, _____, of _____ Subdivision, located in the City/County of _____, Commonwealth of Virginia, ("The Property") together with a house generally known as the _____ Model, erected or to be erected thereon by Seller, including the items listed on the Option Schedule addendum (the "Improvements") attached to and made an integral part of this Agreement. As used herein, the Property shall include the improvements whenever applicable.
- 2) **PURCHASE PRICE.** Purchaser agrees to pay and Seller agrees to accept the sum of _____ AND NO/100 DOLLARS (\$ _____) ("Purchase Price").
- 3) **DEPOSIT.** Purchaser hereby makes a deposit of Cash, Personal Check, Other: _____ ("Deposit") to be held by THE SELLER in the amount of _____ AND NO/100 DOLLARS (\$ _____). The Deposit is to be applied to the Purchase Price at closing or refunded if title is not marketable or if Purchaser's loan, if applicable, is not approved according to the terms stated below, provided proper application has been made.
- 4) **FINANCING.**
 - (a) *Terms.* Purchaser agrees to apply for a first deed of trust loan on the Property in the amount of _____ AND NO/100 DOLLARS (\$ _____) within (10) days of Seller's acceptance of this Agreement for [] VA, [] FHA, [] CONVENTIONAL or [] OTHER: _____ financing for a maximum 30 year term bearing the prevailing interest rate at time of loan commitment. Purchaser agrees to diligently pursue obtaining an unconditional commitment for such financing by furnishing lender with all documentation required by lender promptly and in good faith. Purchaser further agrees to take no action which is detrimental to closing the loan commitment. Seller may require that any difference in the Purchase Price and loan amount, not including the Deposit paid to Seller, be deposited into an escrow account acceptable to Seller. In the event an unconditional loan commitment is not obtained WITHIN 60 DAYS, this Agreement may be terminated by the Seller and all sums paid on account of the Purchase Price shall be returned to the Purchaser, less any costs/fees which may have been advanced by Seller on Purchaser's behalf (i.e., plans, survey, building permit, etc.). In the event loan application is denied, Purchaser agrees to make a second application to an approved lender if requested by Seller.
 - (b) *Lock-In.* Purchaser understands that lock-in prior to completion of construction may result in expiration of the Purchaser's interest rate, discount points and loan commitment prior to construction completion of the house.
 - (c) *Closing Costs.* Seller agrees to pay up to \$ _____ toward Purchaser's discount points and closing costs subject to Purchaser using a lender and closing attorney which have been approved by Seller. Said points and costs are Purchaser's sole responsibility but may be paid by Seller on Purchaser's behalf, in whole or part and to the extent allowable by the lender, at time of settlement. Purchaser understands that it can elect to use a lender and/or closing attorney of its own choice. Should Purchaser choose a lender and/or closing attorney not approved by Seller, Seller is not obligated to pay any of Purchaser's fees/closing costs on Purchaser's behalf. Except as specifically provided herein, Purchaser is responsible for all costs with respect to any financing obtained by Purchaser; Seller shall have no obligation to pay any discount fees or other charges in connection therewith. Seller shall pay for deed preparation and any excise tax or revenue stamps required by law. Purchaser shall pay for recording the deed and preparation/recording of all other instruments, which may be required. Purchaser shall pay loan pre-paid expenses such as credit reports, appraisal, etc. Purchaser shall notify Seller immediately upon selection of their closing attorney and lender and upon any change of closing attorney and lender.
 - (d) *Lien Waiver.* Seller will provide a "short-form" mechanics and materialman's lien waiver. The closing attorney shall use a title insurance company where Seller is currently "short-form" approved (i.e., Southern Title). Seller will not provide long form lien waivers.
 - (e) *Survey.* Seller shall, at Purchaser's expense, order the required survey and provide it to the closing attorney.
- 5) **RESALE CONTINGENCY.** [] By initialing this box, the parties hereto acknowledge that this Agreement is contingent upon Purchaser being able to sell an existing residence located at _____, City/County of _____, State of _____. Seller reserves the right to continue to market the Property pending removal of this contingency. Should Seller receive an acceptable offer from a third party, then the Purchaser shall have 24 hours in which to remove this contingency. If Purchaser is unable to perform within the above allocated time period, this Agreement shall become null and void automatically without prejudice to either party.
- 6) **CONSTRUCTION.**
 - (a) Seller agrees to complete upon the property a house in substantial conformity with the plans and specifications for the house style stated herein in accordance with all applicable state and local building codes. Seller shall have the right to make such changes or substitutions as may be required by the lending institution or applicable governmental agencies, or as may be required by material or equipment shortages, work stoppages or emergencies, or by reason of engineering and construction requirements or topography of the Property. Whenever possible, such changes or substitutions shall be of comparable value.
 - (b) Seller shall have construction of the Improvements substantially complete within 180 days of commencement of construction, which commencement shall occur within a reasonable amount of time from Seller's receipt of all necessary State and municipal permits and approvals and written evidence of Purchaser's appropriate unconditional loan approval, if applicable, barring any delays by acts of God, labor disputes, Seller's inability to obtain materials and/or labor, inclement weather, or any other cause outside the reasonable control of Seller.
 - (c) No alterations, changes or additions shall be made in the construction of the Improvements nor shall any extra work be performed or materials added by Purchaser unless pre-approved *in writing* by Seller and pre-approved by the lender, if applicable, and payment is made at time such changes are requested by Purchaser.
 - (d) This Agreement is subject to Seller's satisfactory completion of a soil and topography study. Seller may request Purchaser to change lots in the even soil conditions and/or topography prove inadequate, at Seller's sole discretion, for the subject foundation type.

- 7) **PURCHASER SELECTIONS.** Purchaser agrees to make a complete selection of colors/alternatives as may be offered by Seller within 15 days of Seller's acceptance of this Agreement. In the event Purchaser fails to make itself available for the selection process within the specified time period, Purchaser shall be deemed to have waived the right to make said selections, and the selections made by Seller shall be deemed conclusively binding upon and acceptable to Purchaser. Purchaser may, upon approval by Seller, make any upgrades to selections with Seller's vendor. In the event of damage or theft of any upgraded item, Seller is only responsible for the cost of its standard item. *Seller does not warranty any upgraded item.*
- 8) **MODELS AND DISPLAYS.** Purchaser understands that all furnishings, decorating, special lighting and special construction features exhibited in Seller's model homes and model home areas are for exhibition purposes only and are not included in the Purchase Price, unless otherwise expressly provided for *in writing*.
- 9) **WARRANTY.** Purchaser acknowledges that the 2-10 Home Buyers Warranty Limited Warranty Insurance Program("HBW") or such other insured limited warranty as Seller may have in effect as of the date of this Agreement is the sole warranty being given by Seller to Purchaser and that **there is no other warranty, expressed or implied.** THE WARRANTY SET FORTH IN SECTION 55-70.1 OF THE CODE OF VIRGINIA (1950, AS AMENDED) IS SPECIFICALLY WAIVED. In the event that any of the provisions of said limited warranty are in conflict with or modified by this Agreement, the terms of this Agreement will control and supersede.
- 10) **TITLE.** Title at time of settlement hereunder is to be of good record and in fact, marketable subject, however, to covenants, easements, right-of-ways, conditions and restrictions of record at time of settlement, and any other easements, which may be observed by an inspection of the Property. *This Agreement is contingent on Seller obtaining satisfactory title to the Property at a cost that is agreeable to Seller.*
- 11) **SETTLEMENT.**
- a) *Closing.* Purchaser agrees to make final settlement hereunder within ten (10) days of notification to Purchaser by Seller or its agent that the Improvements have been substantially completed. Failure by Purchaser to close within the specified time period, unless otherwise agreed to by Seller in writing, may, at Seller's sole discretion, result in an increase in the unpaid Purchase Price by a late charge computed at the rate of one and one-half percent (1 ½%) per month or any part thereof from the date that settlement was to have occurred. Minor incomplete items, including exterior work, cosmetic work, etc., shall not entitle Purchaser to a delay in settlement as herein described, but will be listed on a written Walk-Thru Report described below. It is further agreed that there shall be no withholding of Seller's funds at settlement for any such items. Seller agrees that the Walk-Thru Report items shall be completed as soon as conditions permit, and Purchaser agrees to accept and cooperate in any temporary access and to give Seller, its agents and contractors adequate access to the Property to enable them to complete the required work. Time is of the essence as to settlement under this Agreement.
- b) *Walk-Thru.* Upon notification by Seller to Purchaser that the Improvements are substantially complete, Purchaser shall make itself available for a Walk-Thru appointment with Seller and/or its agent approximately seven (7) days before settlement at which time Purchaser and Seller or its agent shall inspect the Improvements and note in the Walk-Thru Report any valid incomplete work or defects to be completed or corrected. Valid Walk-Thru Report items shall be determined in accordance with tolerances outlined in the HBW Warranty or State and/or local codes.
- c) *Prorations.* Taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Purchaser, whether assessments have been levied or not as of the date of settlement.
- d) *Deed.* Notwithstanding anything to the contrary contained herein, it is specifically understood and agreed by the parties hereto that the delivery and acceptance of the deed at time of settlement hereunder shall constitute full compliance by the Seller with the terms of this Agreement. The provisions of paragraphs 9, 12, 13, 15, and 17 (entitled Warranty, Possession, New Construction/Subdivision Development, Location, Trees & Soil, and Binding Arbitration, respectively) shall expressly survive settlement and delivery of the deed.
- 12) **POSSESSION.** Possession of the Property shall be given to Purchaser immediately following settlement. Possession by Purchaser shall constitute total and final acceptance of the Improvements completed by Seller with the exception of those items, which may be noted on the Walk-Thru Report form.
- 13) **NEW CONSTRUCTION/SUBDIVISION DEVELOPMENT.**
- a) Purchaser acknowledges its understanding that in order to accomplish Seller's construction program, construction equipment, noise and other related inconvenience may be present. Purchaser agrees not to obstruct any such construction or sales activities. Further, Purchaser hereby agrees to provide Seller reasonable access to the Property to perform necessary work required by the appropriate municipality(s) in order to comply with site plans and/or obtain release of any bonds.
- b) In the event the Property is located within a new, incomplete subdivision development, Purchaser understands that (i.) there will be noise and equipment associated with the development work; (ii) there may be a delay in completion of Improvements; (iii) street paving may not be completed at time of settlement; (iv) utility transformers may not have been installed and may be located on the Property at time of installation; and, (v) all easements required by approved subdivision may not be recorded or in place as of the date of this Agreement. Seller makes no representation on behalf of the development's Declarant as to the development of the subdivision including future common areas.
- 14) **ACCESS.** Purchaser may not have access or entry to the Property during construction nor may he/she store any possessions in or about the Property prior to delivery of possession without the prior *written* consent from Seller. Any violation of this provision may, at Seller's sole discretion, be considered a material breach of this Agreement and Seller may declare this Agreement void and the Purchaser in default. Purchaser agrees to hold Seller harmless in the event of injuries sustained due to access over and across the Property, whether authorized or unauthorized.
- 15) **LOCATION, TREES & SOIL.**
- a) The location, area, elevation of Improvements and the ground elevation of the Property, and the reversing of the plan area to be determined by the Seller, at its sole discretion.
- b) The Purchase Price is not based on any number of trees or soil conditions. Seller may remove such trees as it deems necessary or advisable, in its sole discretion. Seller shall have no responsibility for the continued life or removal of any trees, shrubbery, etc. after settlement.
- c) Seller plans to use only the soil currently on the Property and is not responsible for rocks, gravel or debris, which may surface after the fine grading. Grading area shall be determined by Seller at its sole discretion.

16) **DEFAULT.**

- a) If Purchaser shall fail to make full and timely disbursement of the Purchase Price as provided herein, or shall otherwise breach or default hereunder, the Deposit and any other deposit or escrow funds paid by Purchaser on account hereof may be retained by Seller as liquidated damages, and not a penalty, in which event, this Agreement shall be null and void and Purchaser and Seller shall be relieved from any further liability hereunder; or, in the alternative, Seller may retain the Deposit and any other funds received on account hereof as a general fund for the payment of damages and pursue such legal and/or equitable remedies as Seller may have on account of Purchaser's breach or default. Purchaser hereby releases and waives its vendee's lien and any rights thereto and all rights to sue in equity for special performance of any other equitable relief.
- b) If, for any reason whatsoever, Seller shall default in the performance of this Agreement, Seller shall refund to the Purchaser, as liquidated damages, and not as a penalty, the Deposit and any other amount(s) previously paid to Seller on account of this Agreement, whereupon the parties hereto shall thereafter be relieved of further liability hereunder. The Seller's liability for breach or default hereunder shall in any and all event be limited to the repayment of the Deposit and any other amount(s) paid on account of this Agreement.

17) **BINDING ARBITRATION.** All claims, disputes, and other matters in question between Seller and Purchaser arising out of or relating to this Agreement and any warranty hereunder shall be decided by arbitration in accordance with applicable rules of the American Arbitration Association. Purchaser must pay the cost of arbitration when filing a claim. The arbitration shall be enforceable under law of the state in which the Property is located and the outcome or award rendered by the arbitrators shall be final and binding on all of the parties hereto. If Purchaser instigates a legal proceeding against Seller for any obligations arising or claims to have arisen under this Agreement prior to giving Seller proper notice and opportunity to cure and/or prior to binding arbitration, Purchaser agrees to indemnify the Seller for all costs and expenses of such litigation, including reasonable attorney's fees regardless of whether Purchaser has an otherwise legitimate claim under this Agreement.

18) **MISCELLANEOUS.**

- a) *Binding Agreement and Assignment.* All of the parties of this Agreement mutually agree that it shall be binding upon them, their respective heirs, executors, administrators, successors and assigns.
- b) *Entire Agreement.* This Agreement contains the final and entire agreement between the parties hereto, and they shall not be bound by any other terms, conditions, statements, warranties, or representatives, oral or written, not herein contained.
- c) *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if mailed by first class, postage prepaid, to the address for each part as reflected below.
- d) *Agents.* Seller and Purchaser acknowledge that the Listing Broker and Co-Broker, if applicable, are not party(s) to this Agreement and shall not be required to enter into any addendum, which may become a part of this Agreement. Note: As used in this Agreement, Closing Attorney shall include any other form of settlement agent used by Purchaser.

19) **PURCHASER ACKNOWLEDGEMENTS:** Purchaser hereby acknowledges that:

- a) He/she is aware that buyer's title insurance offering protection against mechanic's liens is available at Purchaser's expense;
- b) He/she has read and understands the terms and conditions set forth herein; this is a legally binding contract and if not understood, competent advice should be sought before it is signed;
- c) This Agreement as signed by Purchaser alone constitutes only an offer to purchase and is not binding upon Seller until executed by an authorized officer of Seller;
- d) Purchaser's offer shall be revocable only by delivery to Seller of written notice of revocation prior to Seller's acceptance;
- e) Seller or Seller's agent is hereby authorized to have access to any and all information concerning Purchaser's credit report and history;
- f) He/she has reviewed a sample limited warranty booklet; and,
- g) He/she intends to occupy the Property upon settlement;
- h) [] By initialing here, Purchaser acknowledges receipt of the Declaration of Covenants, Conditions and Restrictions affecting the Property.

20) **PROPERTY OWNER'S ASSOCIATION DISCLOSURE:** Seller represents that the Property ***MARK ONE*** IS / IS NOT located within a development that is subject to the Virginia Property Owner's Association ("POA") Act (Sections 55-508 through 55-516 of the Code of Virginia) (the "Act"). If the property is within such a development, the Act requires Seller to obtain from the POA a POA disclosure packet and provide it to Purchaser. Purchaser may cancel this Contract within three (3) days after receiving the POA disclosure package or being notified that the POA disclosure packet will not be available. The right to receive the POA disclosure packet and the right to cancel this Contract are waived conclusively if not exercised before settlement. The rights afforded Purchaser pursuant to this paragraph and the Act may be waived in writing by Purchaser in a separate document.

21) **DISCLOSURE.**

- a) *Choice of Settlement Agent.* You (the Purchaser) have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing the transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.
- b) *Escrow, closing and settlement service guidelines.* The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act. (1997, c. 716)

NOTICE: Virginia law (Sec. 41-3 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished but not later than the earlier of (i.) 90 days from the last day of the month in which the lienor last performed or furnished materials or (ii) 90 days from the time of construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

22) MISCELLANEOUS: _____

WITNESS the following signatures and seals:

PURCHASER: _____ Social Security # _____
Print Name: _____ Date: _____

PURCHASER: _____ Social Security # _____
Print Name: _____ Date: _____

Address (include city/State/Zip): _____

SELLER: Liberty Homes, Inc. By: _____ Address: 8249 Crown Colony Pkwy, Suite 100,
Company Name Date Mechanicsville, VA 23116
Shawn Tuthill is a licensed VA Real Estate Broker Class A Contractor's License # 2705 038060A

REAL ESTATE COMMISSION. Garnett R. Falls, Jr. / Patrick L. Burns [Agent Name] with RE/MAX Realty Specialists [Real Estate Company Name] has acted as Listing Broker in the procurement of the sale contemplated in this Agreement for which services Seller has agreed to pay to Listing Broker a real estate commission equal to Five percent (5%) of the Purchase Price in accordance with a certain listing agreement between Listing Broker and Seller. Listing Broker acknowledges that _____ [Agent Name] with _____ [Real Estate Company Name] has acted as a Co-Broker in the procurement of this Agreement for which services Listing Broker shall pay Co-Broker _____ percent (_____ %) of the Purchase Price, which amount shall be paid out of Listing Broker's fee. The real estate commission shall be due at time of final settlement and is payable no later than three (3) business days of Seller's receipt of collected sales proceeds. By signing below, Listing Broker and Co-Broker, if applicable, understand and acknowledge that in the event of a default under this Agreement by Purchaser or Seller, regardless of the reason, Seller is *not* liable for any fees or commissions to which Listing Agent would have been entitled if this Agreement had been performed.
If applicable, any builder cost not subject to commission.

RE/MAX Realty Specialists Address: 355 W Rio Road
Listing Broker Company Charlottesville, VA 22901

By: Garnett R. Falls, Jr. Phone: (434) 974-1500
Print Agent Name: _____ Date _____ Fax: (434) 974-7750

Co-Broker Company Address: _____

By: _____ Phone: _____
Print Agent Name: _____ Date _____ Fax: _____

FINANCIAL TERMS AND CONDITIONS ADDENDUM

This is an Addendum to that certain Real Estate Purchase Contract (the Contract) in connection with (Property) of _____ Subdivision, dated _____, 2010 by and between _____ (Purchaser) and Liberty Homes, Inc. (Seller).

CLOSING COSTS PAID BY SELLER ON PURCHASER'S BEHALF

As stated above, the Contract provides that, subject to the terms and conditions hereinafter provided, Seller will pay on behalf of Purchaser, an amount not to exceed \$ _____, to be applied toward Purchaser's discount points, then to closing costs. It is hereby understood by the parties hereto that some of the closing costs to be paid by Seller on behalf of Purchasers are:

- lender's origination fee up to 1 % of loan amount
- negotiated loan buy-down points
- closing attorney's fees/costs
- lender's title insurance policy premium
- quoted loan discount points
- Lender's inspection fee up to \$100
- Purchaser's recordation costs
- survey

These closing costs are and will remain the Purchaser's responsibility, but may be paid, in whole or in part, by Seller on behalf of the Purchaser as provided in this Contract unless prohibited by the Lender in accordance with the loan type or applicable law.

It is further understood that Seller will provide a "short-form" mechanics and materialman's lien waiver; the closing attorney shall use a title insurance company where Seller is currently "short-form approved". Seller will not provide a long form lien waiver.

It is also understood that, on behalf of Purchaser and at Purchaser's expense, Seller shall order the survey required for closing and provide same to the settlement agent/closing attorney. Any duplicate survey expenses that may be incurred will be Purchaser's sole responsibility and will not qualify as a closing expense to be paid by Seller on behalf of Purchaser as provided above.

Seller's agreement to discount the purchase price and/or pay any portion of Purchaser's discount points/closing costs is expressly contingent upon (i) Purchaser agreeing that the settlement agent and closing attorney shall be (check one) [] William Tucker, Tucker, Griffin & Barnes, Charlottesville, Virginia or [] L. Anderson Hughes, Jr., Attorney at Law with Hughes & Stotts in Richmond, Virginia. Purchaser acknowledges that, in the event of a dispute between Seller and Purchaser, Seller intends to retain the selected closing attorney and/or the said attorney's law firm to represent Seller in resolving the dispute. In such event, the said attorney and/or firm will not represent Purchaser. Purchaser agrees that the selected attorney and/or firm may continue to represent Seller in such event, and that Purchaser shall waive any conflict of interest that might otherwise prevent such representation. Seller reserves the right, at its sole discretion, to designate such other attorney at law as may be deemed necessary from time to time; settlement shall occur at said settlement agent's office; (ii) the lender is to be approved by Seller, at its sole discretion, and (iii) neither the Listing Broker or Co-Broker, if applicable, solely represents the Purchaser. Purchaser hereby acknowledges its understanding that it can elect to use a settlement agent/closing attorney, lender and/or real estate agent of its own choice; however, unless approved by Seller, Seller's agreement to discount the purchase price and/or pay a portion of Purchaser's discount points and closing costs on its behalf shall become null and void and any such price discount difference and all said discount points and closing costs will be paid by Purchaser.

Seller reserves the right to change its choice of settlement agent/closing attorney as stated above at any time at its sole discretion.

Tucker, Griffin & Barnes or Company
Bill Tucker Contact
333 W Rio Road Address
Charlottesville, VA 22901
(434) 973-7474 Phone:

Purchaser represents the proposed lender to be Dominion Trust Mortgage or such other lender as may be hereafter approved by Seller, at its sole discretion.

New American Mortgage or Company
Todd Jenkins Contact
355 W Rio Road Address
Charlottesville, VA 22901
(434) 296-7900 Phone:

WITNESS the following signatures and seals:

Liberty Homes, Inc.
SELLER (entity name)

PURCHASER Date

By: Date

PURCHASER Date

LOT AND SOIL CONDITIONS ADDENDUM

This is an Addendum to be attached to and made an integral part of that certain Real Estate Purchase Agreement (the "Contract") dated _____, 2010 by and between Liberty Homes, Inc. ("Seller") and _____ ("Purchaser") in connection with _____ (Property) of _____ Subdivision provides as follows:

1. **Soil Conditions:** Footings are based on the specifications listed on the Seller's plans and specifications. Any additional requirements will be an extra expense to Purchaser and shall be determined at the Seller's sole discretion. Industry standards will be used by the Seller to determine any added requirements. Seller shall not be responsible for shrink swell soil conditions or Chesapeake Bay Act conditions / requirements or related costs.

2. **Lot Clearing and Site Work Allowance:** \$_____. _____ Seller; _____ Purchaser shall clear home site, drain field, driveway and around house. Seller shall, upon purchaser's request, supply purchaser with the names of active site work sub contractors. Seller does not obtain bids on individual lots and shall direct the work done based on previous experience and availability of sub contractors. Lot shall be shaped as necessary to accomplish proper drainage. Lot clearing, rough/fine grading and driveway are based on clearing a 75 feet front yard (driveway shall be included in said 75 feet front yard). Side yards of 20 feet from main dwelling and a rear yard of 20 feet from main dwelling. A 16 inch by 24 foot metal or concrete culvert shall be installed if deemed necessary by Seller. Purchaser to obtain VDOT application for driveway entrance.

Note: Front and rear yard depths may vary within the overall clearing limits according to Purchaser's desires upon Seller's consent, at its sole discretion. The above limits are subject to the Seller's site inspection and are estimates only; no representations are made as to whether the actual conditions may or may not require additional costs. Seller shall not be responsible for standing water beyond twenty (20) feet around house. Seller shall remove trees as it deems necessary or advisable, and the continued life of any remaining tree is not guaranteed. Seller shall neither be required to supply top soil nor correct erosion problems that occur after settlement. Seller plans to use the soil currently on the property and is neither responsible for rocks, gravel, nor debris which may surface after final grading. The continued life of seller supplied trees or shrubbery is not guaranteed. Seller shall not be responsible for ruts that occur in driveways after the issuance of the Certificate of Occupancy.

Rough Grading costs vary depending mainly on the amount of time spent on the site and charges incurred in dumping accumulated material. The following items tend to increase the cost of rough grading: Moving large piles of soil or mulch left from site clearing; additional stump or tree removal; excessive shaping needed to obtain proper drainage; and, excessively long driveways needing shaping.

Lot clearing and site work allowance is as follows:

Site Clearing	\$ <u>-0-</u>
Driveway Culvert and 1 load of Gravel	\$ <u>500</u>
Rough Grade	\$ <u>2,800</u>
Fine Grade	\$ <u>1,200</u>
Trash Removal	\$ <u>included</u>
Total	\$ <u>4,500</u>

3. **Well or Water connection Fee Allowance:** \$ 3,800. Seller shall install well as per accepted methods and applicable permits. Seller shall neither be responsible for the quantity nor quality of water. Seller shall warrant the mechanics of the pump for a period of one year from the issuance of the Certificate of Occupancy. **This allowance generally covers the cost of a well up to 300 feet in favorable soil with a maximum distance of 100 feet from the house. Actual costs depend on site accessibility and soil/rock formations, etc.**

4. Septic or Sewer Connection Fee Allowance: \$ 4,500. Seller shall direct septic system to be installed per approved county/state plans for the specific lot in question. Seller shall warrant the mechanics of any septic pump (if applicable) for one year from the issuance of the Certificate of Occupancy. Seller shall not be responsible for operation of septic system beyond proper installation as mandated in the county/state plans for the specific lot in question. **This allowance is based on a standard three bedroom home with favorable soil conditions.**

5. First Floor Elevation: For crawl space construction, the first floor elevation standard cost is based on a maximum of 5 courses of block. For concrete floor construction, the first floor elevation standard cost is based on a maximum of 3 courses of block. The location and ground elevation of any improvements on the property, elevation of the improvements, and the reversing of the plan, are to be determined by the Seller, at its sole discretion.

6. Electrical Service by Local Utility Allowance: \$ -0-. Seller is not responsible for expenses related to electrical or other utility hook-up incurred to bring service to the property and the improvements. **Purchaser is encouraged to make application for electrical service immediately and to follow-up with the power company periodically.**

7. Survey, Permits, Engineering: Allowance \$ 500 Purchaser shall be responsible for any and all State and municipal permit and fee costs in excess of Allowance. Included in this allowance shall be the cost incurred by Seller to have the necessary plot plans drawn for municipal (and association, where applicable) acceptance. **Purchaser shall provide Seller with a recent survey of the property at time of contract acceptance.**

8. Stoops/Walkways/Garages: Exterior stoops and walkways shall be of broom finished concrete. Front walkways shall extend flush with the side of house (or attached garage if applicable). Garages shall be completed to code. If detached, electrical service to garages shall be limited to twenty feet behind house.

9. Any expense in excess of a standard or an allowance as described in any of the above provisions shall be determined by adding 25% to Seller's incurred cost. Allowances are estimates only; no representations are made as to whether the actual cost will be above or below the allowed amount. If stated allowance exceed actual costs, said excess monies will be credited to Purchaser at closing; if actual costs exceed stated allowance, Purchaser will be responsible for said additional costs and agrees to pay Seller within 10 days of request.

10. **Seller does not obtain bids for items noted above as a regular practice. Sub-contractors are hired based on previous experiences and availability. If Purchaser desires, they may obtain separate bids for items in paragraphs 2,3, and 4 from other sub-contractors by giving the seller written notice within 10 days of acceptance of contract. Purchaser shall then assume full responsibility for those sub-contractors they choose to substitute. Seller shall provide purchaser with a statement of known overages for above items and shall require certified funds prior to settlement. Some invoices for certain "allowance items" may not have been processed prior to settlement. Purchaser agrees to submit payment within 10 days of receipt of these invoices from seller.**

WITNESS the following duly authorized signatures and seals:

Liberty Homes, Inc.
SELLER

PURCHASER Date

By: _____
Date

PURCHASER Date

On Your Own Lot

Construction Specifications

November 20, 2008

Footings	3,000 PSI Concrete
Foundation	Crawl construction unless noted otherwise. Basements are available. Black plastic foundation vents. Crawl space receives a poly moisture barrier. Certified termite protection. Brick on the front and parged block on other sides.
Front Porch	Pressure treated wood or brick front porches on Elevation A depending on plan. Generally small homes receive a wood porch and large ones receive brick. The handrails are wrought iron on brick porches and are wood on the pressure treated porches.
Framing	All floors are constructed of ¾" tongue and groove flooring. Floors are glued and nailed. Wall construction is 2" x 4" studs spaced per code. Engineered roof trusses. Eight foot ceilings on first & second floor.
Rear Deck	(Optional) Pressure treated with vertical 2"x2" pickets and 2" x 6" drink ledge. If no deck is selected a safety barrier is constructed in front of the secondary door.
Attic Storage	(Optional) Pull down attic stairs with storage trusses (unless walk-up third floor option is selected) and ¾" x 4' x 8' flooring. Trusses are redesigned for light attic storage when this option is selected.
Fireplace	(Optional) 36" Vented gas fireplace with wood mantle and black slate hearth and surround.
Front Door	Six panel fiberglass door.
Rear Doors	Six-panel steel door.
Garage	(Optional) Steel overhead garage door per plan. Receptacle rough-in for future garage opener use. One receptacle per bay. One window per bay. 3,500 PSI, concrete over gravel with a vapor barrier. Garage walls are sheet rocked and taped per code.
Windows	Vinyl single hung tilt windows with internal grills. Screens included.
Siding	Dutch lap vinyl siding. Trim and fascia of vinyl and wrapped aluminum per plan. Vinyl louvered shutters.
Roofing	20 year 3-tab roof shingles with painted aluminum roof flashing. ½" OSB sheathing with 15# roofing felt. Aluminum gutters with downspouts.
Master Bath	Fiberglass tub/shower with chrome faucet. Cultured marble vanity top with chrome faucet. Chrome bath accessories. Round water closet. 36" high mirror. Shower rod provided. Optional garden bath option with soaker tub and separate shower available on many plans.

Initial _____ Initial _____ Initial _____

Hall Bath	Fiberglass tub/shower combo with chrome faucet. Cultured marble vanity top with chrome faucet. Chrome bath accessories. Round water closet. 36" high mirror. Shower rod provided.
Powder Room	Pedestal sink with chrome faucet. Oval mirror.
Kitchen	Stainless steel sink with faucet. Laminate countertops. Dishwasher and icemaker hookup. Ice-maker hook-up.
Plumbing	50-gallon electric hot water heater. Two exterior hose bibs. Washer hook up in the laundry area.
HVAC	Single zone heatpump. Two-zone available.
Telephone	Pre-wired for telephone in the kitchen and master bedroom and family room.
Cable	Pre-wired for cable in the master bedroom and the family room
Electrical	Lighting package by builder for all interior and exterior fixtures. GFI outlets at the front and rear of the home. Front doorbell. Smoke detectors and outlets per code. Upgrades direct with supplier and electrician available.
Insulation	Exterior walls insulated with R-13 fiberglass batting (R-15 as code requires in certain locations). Crawl space insulated with R-19 batting. Attic with flat ceiling areas are blown with R-30 insulation
Interior doors	All interior doors are 6 panel Masonite doors with polished brass hardware.
Interior Trim	All interior trim will be paint grade finger jointed material. 2 1/2" colonial casing and 3 1/2" beaded base. The shelving in the closets will be ventilated shelving. All doors and trim are painted. Oak handrails with white painted pickets.
Stairs	Carpeted boxed pine stairs. Handrail installed per code
Cabinets	30" picture framed flat ash cabinets, laminate countertops, cultured marble tops in the full bathrooms.
Appliances	Dishwasher, smooth top electric range and self-venting microwave hood.
Paint	Exterior doors are painted with exterior grade latex. Interior walls and ceilings are painted with antique white flat latex. Interior doors and trim are painted with antique-white semi gloss latex.
Flooring	Generally sheet vinyl in foyers, baths, kitchens and utility rooms. Builder grade carpet with upgraded medium padding in other rooms.
Driveway	Gravel. Approximately 3" deep and 10' wide.
Sidewalk	Broom finished concrete sidewalk from steps to edge of house. Additional cost if steps are required due to topography.
Limits of Grading	Builder shall grade, seed, straw to the limits of construction. This shall be limited to approximately 20 feet around the house plus those areas disturbed for the installation of septic. Builder shall remove trees as it deems necessary or advisable, and the continued life of any remaining trees is not guaranteed.

Initial _____ Initial _____ Initial _____

Builder shall neither be required to supply topsoil nor correct erosion problems that occur after settlement. Builder plans to use the soil currently on the property and is neither responsible for rocks, gravel nor debris which may surface after the final grade.

- Septic Installation** Builder shall direct the septic system to be installed per approved county/state plans for the specific lot in question. Builder shall warrant the mechanics of any septic pump (if applicable) for one year from the issuance of the Certificate of Occupancy. Builder shall not be responsible for the operation of the septic system beyond proper installation as mandated in the county/state plans for the specific lot in question. Septic systems are designed for a minimum of 3 bedrooms which supports occupancy of a typical six person household.
- Well Installation** Seller shall install well as per accepted methods and applicable permits. Seller shall neither be responsible for the quantity or quality of water. Seller shall warrant the mechanics of the pump for a period of one year from the issuance of occupancy.
- Gutters** Gutters and downspouts are provided.
- Basements** (Optional) Parged block walls. Optional poured concrete walls are available. Water proofing and drain tile per code. Two windows and one 15-lite door are included. Space is finished per code. Insulation in ceiling only. HVAC systems serving the first floor are generally located in the basement and a return for the first floor is field located on the 1st floor (usually in a closet or boxed out in a room). Basements require a 2-zone HVAC system on two story houses. Retaining walls are often required depending on topography and priced accordingly. Field adjustments are common due to topography.

This information is deemed reliable at time of publication, accuracy cannot be guaranteed. The right is reserved to make changes without notice or obligation to prices, plans and features. Optional items indicated are available at additional costs-See sales Representative for option pricing. All square footage and dimensions are approximate. **Liberty Homes Inc.**

STANDARD FEATURES

Ten-Year Structural Warranty
Smooth Top Range and Microwave
Dishwasher
Central Air
Ice-Maker Hook-Up
Oak Cabinets w/ Wheat Finish
Ceiling Fan (3-Speed Reversible w/Light)
Warp-Proof / No Dust Shelving
Wall-to-Wall Carpet
No-Wax Vinyl Floors
Smoke Detector
Walk-In Closet (depending on Plan)
Double Insulated Vinyl Windows & Screens
Six-Panel Interior Doors
Deadbolt Locks
Steel Insulated Doors
Low Maintenance Vinyl Siding
House Wrap
Gravel Driveway
Concrete Walkway to Edge of Home



This information is deemed reliable but not guaranteed and often changes without notice. Model Homes and Sales Literature Renderings often contain many optional features for exhibition purposes only and are not included in the base purchase price. For final verification of prices, please contact listing agents.

Initial _____

Initial _____

UPGRADES ADDENDUM

This ADDENDUM, which is attached to and made a part of Construction Agreement or Real Estate Purchase Agreement dated _____, 2010 between Liberty Homes, Inc. (Seller) and _____ (Purchaser) at _____ (Property) provides:

I. Upgrades: Purchaser may (with Seller’s written permission) upgrade certain items (such as carpet, vinyl, appliances) directly with vendor that the Seller uses. In the event of damage or theft of any upgrade, Seller shall only be responsible for the cost of the standard Seller supplied product. Seller shall not be responsible for warranting any upgrade or purchaser provided equipment, nor shall they be responsible for the installation of any.

Appliances & Lighting supplied by:
Ferguson Enterprises, Inc.
Rt. 29 N. Charlottesville, VA 22901
434-817-1775; Salesman is Danielle
APPOINTMENTS ARE REQUIRED

Floor coverings supplied by:
Better Floors
11310 Polo Place; Midlothian, VA 23113
PH: 804-378-1405, Ask for Dennis or Ben
OPEN: M-F 10am-7pm, Sat. 10am-4pm By appt.

Cabinets supplied by:
L&L Wholesale, Inc.
925 N. Memorial Blvd Martinsville, VA 24112
Salesman is Phillip Law
Office: 276-638-8554 Fax: 276-638-1212

Electrical wiring supplied by:
Audia Electric Co.
9413 Wakefield Road
Richmond, VA 23228
Mobile: 804-640-1523 Fax: 804-262-3193

You are encouraged to obtain a written agreement from any vendor you deal with directly.

SPECIAL NOTE ABOUT CARPET: Berber and other types of carpets are more difficult to seam and do not “tuck” under doorjambs and baseboards as well as our standard product. These types of installation imperfections are not warranted. See your Better Floors representative for more details.
Hardwood floors tend to shrink after installation, which will result in “gaps” between the boards over time.

***Important:** ALL PURCHASERS choosing upgrades in either floor coverings, cabinets or appliances will be responsible for ensuring the additional cost of these upgrades is promptly paid to the appropriate company at the time of loan commitment and prior to the start of construction. If full payment is not received 2 weeks before the scheduled installations, Seller may install a standard product. Audia Electric shall require full payment at time of Rough Electric. The PURCHASER acknowledges this requirement as evidenced by their signature below. Seller reserves the right to change any of the above stated suppliers as deemed necessary.

II. Restrictive Covenants: Seller shall build the improvements to property as contracted with Purchasers and shall not be responsible for adherence to specific deed restrictions or restrictions imposed by any Architectural Control Committee, or other homeowners association imposed regulations.

III. Change Orders: Purchasers are advised to carefully review their product, lot and option choices at the time of contract writing. Any change(s) affecting this agreement, including but not limited to, additions, deletions, alterations, customizations or upgrades will be subject to a minimum \$350.00 non-refundable "change order" fee due at the time of the change order request. Approval of change requests submitted after the date below will be at the sole discretion of the seller and the cost(s) surrounding or related to the change(s) will be in addition to the change order fee.

WITNESS the following duly authorized signatures and seals:

Liberty Homes, Inc.

SELLER

PURCHASER Date

By: _____
Date

PURCHASER Date

ADDENDUM

This Addendum dated _____, 2010 between Liberty Homes, Inc. (Builder) and _____ (Purchaser) for _____ (Property) provides:

Limits of Grading Builder shall grade, seed and straw to the limits of construction. This shall be limited to approximately twenty (20) feet around the house plus those areas disturbed for the installations of well and septic. Builder shall not be responsible for standing water beyond twenty (20) feet around the house. Builder shall remove trees as it deems necessary or advisable, and the continued life of any remaining tree is not guaranteed. Builder shall neither be required to supply top soil nor correct erosion problems that occur after settlement. Builder plans to use the soil currently on the property and is neither responsible for rocks, gravel nor debris which may surface after final grading. The continued life of builder supplied trees or shrubbery is not guaranteed.

Well Installation Builder shall neither be responsible for the quantity nor quality of water. Builder shall warrant the mechanics of the pump for a period of one year from the issuance of the Certificate of Occupancy.

Septic Installation Builder shall direct septic system to be installed per approved county/state plans for the specific lot in questions. Builder shall warrant the mechanics of any septic pump (if applicable) for one year from the issuance of the Certificate of Occupancy. Builder shall not be responsible for operation of septic system beyond proper installation as mandated in the county/state plans for the specific lot in question.

Upgrades Purchaser may (with Builder written permission) upgrade certain items (such as carpet, vinyl, appliances) directly with the vendor that the Builder uses. In the event of damage or theft of any upgrade, Builder shall only be responsible for the cost of the standard builder supplied product. Nor shall builder be responsible for warranting any upgrade.

Gravel Driveway Builder shall provide approximately two (2) inches of gravel (maximum 30 tons) at completion of house and shall not be responsible for ruts that occur after issuance of a Certificate of Occupancy.

Foundation The location and ground elevation of any improvements on the property, elevation of the improvements, and the reversing of the plan are to be determined by the Builder, at its sole discretion.

Stoops/Walkways Exterior stoops and walkways shall be of broom finished concrete. Front walkways shall extend flush with the side of the house (or attached garage if applicable).

Garages Garages shall be completed to code. If detached, electrical service to garage shall be limited to twenty feet behind the house.

Liberty Homes, Inc

BY: _____

Purchaser Date

TITLE: _____

Purchaser Date

DATE: _____

ADDENDUM RESTRICTIVE COVENANTS

This addendum made as of _____, 2010 between Liberty Homes, Inc.
(Builder) and _____, (Purchaser)
Provides:

RE: LOT _____ BLOCK _____ SUBDIVISION _____

Builder shall build the improvements to property as contracted with purchasers and shall not be responsible for adherence to specific deed restrictions or restrictions imposed by any Architectural Control Committee, or other homeowners association imposed regulations.

Liberty Homes, Inc. _____

Purchaser

Date

By _____
Date

Purchaser

Date

COLOR SELECTIONS

PROPERTY _____

House Style _____ Crawl _____ Slab _____ Basement _____

Please Circle Your Selections

Brick	Siding Color			Shutter/Door Color		Appliances
Cape Cod	Almond	Mist Blue	White	White	Storm Gray	White
Salem Blend	Antique Ivory	Pearl	Wicker	Black	Wedgewood Blue	Black
Southside Blend	Canyon Clay	Pebble		Navy Blue	Ocean Blue	
Old Colony	Dover Gray	Sage		Merlot	Heritage Green	
Roof	Everglade	Sandalwood		Brick	Hunter Green	
Black	Linen	Sandstone		Paintable	Coffee Brown	
Weathered Wood	Maize			Cranberry		
Countertops		Cabinet Color		Hardwood Floors		
Formica	Solid Surface Upgrade	Standard: _____		Prefinished _____	Sand & Finish _____	
Color _____		Upgrade 1: _____		Stain Color: _____		
Item # _____		Upgrade Directly w/Home Options		Finish: Satin	Gloss	Semi-Gloss
Carpet	Berber Carpet		Vinyl			
Standard : Shaw (select colors)	Berber Upgrades:		Standard : Prelude			
Upgrade 1: Sunset Key	Upgrade 1: Without Limits		Upgrade 1: Bristol			
Upgrade 2: Untamed Spirit	Upgrade 2: Key Elements					
Upgrade 3: Regal Choice	Upgrade 3: Flambe					
Padding	Standard: 4lb. Rebond	Upgrade 1: 6lb. Rebond		Upgrade 2: 8lb. Rebond		
First Floor			2nd Floor			

Living Room / Stairs

Carpet Style: _____
 Color / Num: _____

Dining Room

Carpet Style: _____
 Color / Num: _____

Family Room

Carpet Style: _____
 Color / Num: _____

Kitchen / Half Bath / Laundry Room

Style: _____
 Color / Num: _____

Foyer

Carpet Style: _____
 Color / Num: _____

Playroom / Other

Carpet Style: _____
 Color / Num: _____

Master Bedroom

Carpet Style: _____
 Color / Num: _____

Master Bath

Style: _____
 Color / Num: _____

Bedroom #2

Carpet Style: _____
 Color / Num: _____

Bedroom #3

Carpet Style: _____
 Color / Num: _____

Bedroom #4 / Bonus Room

Carpet Style: _____
 Color / Num: _____

Guest Bathroom

Style: _____
 Color / Num: _____

Purchaser understands that there may be no changes to the above selections

Builder shall provide for delivery and installation of brick selections as detailed on this sheet unless that selection is not available due to industry shortages. Builder shall substitute with an available selection.

Purchaser: _____

Date: _____

Purchaser: _____

Date: _____



LOT _____

WOOD FLOOR CARE

Wood floors can be kept looking like new, year after year, with minimum care. A good rule of thumb is vacuum and/or damp mop weekly. A damp mop can be used for spills, and when necessary general cleanup on floors which have non-waxed polyurethane or a similar surface finish. Never pour water on the floor. While a damp mop may be used on polyurethane and other surface finishes, excessive amounts of water seep between the boards and into small scratches causing deterioration of finishes. Basic rules relative to floor maintenance:

- Keep grit off the floor
- Use area rugs at high spill locations
- Use fabric glides on the legs of furniture
- Vacuum regularly
- Wipe up spills promptly

Gaps are the most common cause of complaints on wood floors. It is normal for the interior of homes to become dry during heating seasons. Under this circumstance wood floors also dry out and shrink slightly. Properly made and properly installed wood floors should be expected to have hairline gaps between boards in dry months in most areas. Depending on the width of the boards used, the size of the room and the severity and duration of low outside temperatures (and the intensity of heating), the term *hairline gaps* can have various interpretations. Generally, hairline gaps can be considered to be normal if, in strips 2-1/4" wide or less:

- The gaps close up during non-heating months
- The gaps are not wider than the thickness of a dime in some locations
- The gaps vary from the thickness of paper in most areas to scattered large gaps up to the thickness of a dime

Plank or strip floors sometimes "panelize" due to movement of under floor construction, or if the finish cements individual boards into panel, so that all the shrinkage is concentrated into only a few gaps, with other joints remaining tight together. In this event, the gaps that do appear will be considerably wider than the thickness of a dime. If the floor expands so that the gaps disappear in high humidity season, it should be considered normal.

There are several other reasons for gaps in floors and these have little relationship to jobsite moisture. These include:

- Foundation settlement
- Over-drying above forced air heating ducts
- Fatigued sub-floor materials

Normal gaps: If normal, in the sense the gaps close up in summer months, no repairs are practical. Any filler used to fill up gaps when they appear (i.e., when the floor is dry) will be pushed out as the wood expands when it picks up moisture. In the process fillers, some of which are as hard as wood, can crush and damage edges of boards. Thus, the fillers may cause uglier gaps than those Mother Nature forced on the floors, and the process of filling solves nothing.

Abnormal gaps: Even floors which have gone through a very high period of moisture absorption, then dried to leave abnormal gaps, can be repaired by a professional however, gaps may never be completely mitigated. If the floor has a surface finish (i.e., Polyurethane), matching filler should be troweled into all gaps. When dry, the floor can be screened and a new coat of Polyurethane applied.

Installation of a whole-house humidifier can help relieve gaps associated with over-drying of hardwoods. We recommend each Purchaser research and consider installation of an adequately sized humidification system.

Our recommendation: Enjoy your hardwood floors. Follow prescribed maintenance procedures and accept that gaps, as defined above, are inherent characteristics of this beautiful but imperfect product.

Purchaser: _____ Purchaser: _____

On Your Own Lot *Checklist*

Date: _____ **Purchaser:** _____

Property: _____

_____ Plat of property attached? _____

_____ Soil work on health permit attached: _____

_____ Legal description of property: _____

_____ Name of record owners: _____

_____ 4-Corners of house flagged? _____

_____ 2-Corners of property flagged? _____

_____ Liberty Homes sign on front of property at middle of lot? If not at middle of lot then describe where: _____

_____ Garage desired right or left: _____ (Subject to change after lot analysis)

_____ If basement, what side(s) to be a walkout: _____

_____ Is homeowner going to clear lot or has additional allowances been added into contract:

_____ What electric power company services the lot? _____

_____ Has Purchaser been given an application for electric power? _____ This needs to be completed and sent to power company with a copy of the application sent to Liberty Homes.

_____ OYOL 45-Day Amendment Signed

_____ Other comments about lot that may be helpful: _____

_____ Directions to property: _____

Initial _____ Initial _____ Initial _____



OYOL 45-DAY AMENDMENT

Property: _____

Purchaser: _____

Purchaser (land-owner) is responsible for confirming the lot is a legal existing building lot and obtaining a health department permit for septic field appropriate for the home being constructed. This may require the Purchaser to hire a soil scientist to examine the soil and provide a report to the health department.** Liberty Homes will obtain the building permit.

NOTICE: If Liberty Homes is unable to commence construction within 45 days of contract ratification through no fault of its own, the cost of the home may increase due to material and labor cost increases incurred by Liberty Homes.

** Some area health departments may provide this service. Purchaser may wish to check with the appropriate health department office before hiring a private soil scientist.

Liberty Homes, Inc. _____

Purchaser

Date

By _____

Date

Purchaser

Date

PROPERTY INFORMATION:

Property Address: _____

City, State, Zip: _____

LENDER INFORMATION:

Dominion Trust Mortgage, *or*

Mortgage Company: _____

Address: _____

City, State, Zip: _____

Loan Officer: _____ Alternate Contact: _____

Phone #: _____ Fax #: _____

ATTORNEY/SETTLEMENT AGENT INFORMATION:

Tucker, Griffin, & Barnes, *or*

Firm Company: _____

Address: _____

City, State, Zip: _____

Attorney: _____ Alternate Contact: _____

Phone #: _____ Fax #: _____

CO-BROKE INFORMATION:

Agency Name: _____

Address: _____

City, State, Zip: _____

Loan Officer Name: _____ Alternate Contact: _____

Phone #: _____ Fax #: _____

PURCHASER INFORMATION PROCESSING FORM

Liberty Homes Lot ID _____

Property Address: _____

City, State, Zip: _____

Legal Description: LOT _____ BLK _____ SEC _____ SUBD _____

PURCHASER INFORMATION

Name: _____

Work: _____ Cell: _____

Spouse's Name: _____

Work: _____ Cell: _____

Home Address: _____

City, State, Zip: _____ Home Phone: _____

LENDER INFORMATION:

Mortgage Company: _____

Address: _____

City, State, Zip: _____

Loan Officer Name: _____ Alternate Contact: _____

Phone #: _____ Fax #: _____

ATTORNEY INFORMATION:

Firm: _____

Phone #: _____

CO-BROKE INFORMATION:

Agency Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

REALTOR FEE AGREEMENT

This Agreement is made this _____ day of _____, 2010, by and between Liberty Homes, Inc., the Builder, and RE/MAX Realty Specialists, the Realtor, and provides as follows:

1. In connection with that certain Purchase Agreement dated _____, 2010, by _____ and _____ between Liberty Homes, Inc., Builder and _____, Owner, Builder hereby agrees to pay Realtor a fee as outlined below. The undersigned hereby confirm that Realtor has acted as Agent for the Builder in this transaction and is to be paid a fee by the Builder for such services. Realtor has not acted for the Owner in this transaction.
2. The Builder agrees to pay to Realtor a fee equal to 5% of the Total Purchase Price. If this transaction involves an amendment to contract which adds the cost of a standard option then the Total Purchase Price as noted above, will include the cost of the option. If the transaction involves a Construction/Permanent Loan which pays the Builder under the terms of the Construction Agreement thorough a Draw Schedule or an "All Cash" Transaction, then the Builder agrees to pay Realtor the said amount within two business days from the date of the initial construction loan settlement or the date the cash is deposited in an escrow account, for services rendered in the procurement of the Construction Agreement. If the Construction Agreement contains any other type of Loan, other than a Construction/Permanent Loan or "All Cash", the builder shall pay said amount within two business days of the date of final disbursement/settlement for services rendered in the procurement of the construction Agreement. Final disbursement/settlement will be exclusive of any escrow amount agreed to be held by the parties for yard work, seeding, etc.
3. In the event of a default under the Construction Agreement, by Owner or Builder, regardless of the reason, builder shall not be liable to Realtor for the fee described above.

WITNESS the following duly authorized signatures:

RE/MAX Realty Specialists _____ Commission
Realtor/Company

By: _____ Commission
Name: Garnett R. Falls, Jr. / Patrick L. Burns
Date: _____

Liberty Homes, Inc.
Builder

By: _____
Date

*ARB Requirements
Reedy Creek Lots Only*

The ARB requires a detailed landscaping plan. Purchasers agree to present a detailed plan to the ARB at the time of possession.

Signature

Date

Signature

Date

Lot _____

Addendum for Tax Credit

Liberty Homes Inc. recognizes the tax implications and potential financial advantage that may be available to the purchaser if settlement occurs prior to June 30, 2010. Liberty Homes Inc. will attempt to complete construction by this date, but does not guarantee closing by June 30, 2010 and shall not be liable for any loss of purchaser's tax benefit that may occur. Lenders will be very busy at this time and we recommend strongly that the purchaser apply for financing as early as possible and monitor your lenders progress in processing your loan. Liberty Homes Inc. contract shall remain in full force if the purchaser's lender fails to be prepared to close prior to June 30, 2010.

Signature

Date

Signature

Date

Lot _____