

Exhibit "A" is part of the New Home Purchase and Sale Agreement ("Agreement") between _____ ("Seller") and _____ ("Buyer") with an acceptance date of _____, 199__ relating to the Property with a street address of _____, _____, Ga., _____, which Property is more particularly described in the Agreement. If conflicting with the Agreement, the provisions of this Exhibit shall control.

1. **COMPLETION AND PLANS AND SPECIFICATIONS.** The Property, as defined in the Agreement, shall be completed by Seller in accordance with the Construction Standards as defined in the Agreement, which shall include (Select A. or B. below; the other is not part of this agreement.)

A. The property shall be completed substantially in accordance with the plans and specifications attached to the Agreement and the selections allowed by the Agreement. If there are conflicts between the plans and specifications, the specifications shall control.

B. The property is substantially completed. It shall be complete with substantially the quality and finish comparable to _____ in accordance with Seller's standard plans and in accordance with the selections allowed herein.

The Property shall be deemed completed and ready to close upon issuance of the certificate of occupancy or final inspection certificate. Seller shall provide a copy of the certificate of occupancy or its equivalent to Buyer at closing. Subject to the limitations of paragraph 8 of the Agreement, Buyer shall retain those rights specified in that paragraph relating to items on the New Home Orientation Walk Through List. Seller shall be entitled to make such changes in the work required by paragraphs 1.A. and 1.B. as are necessary in order to comply with applicable codes, regulations, ordinances, enforceable public or private covenants, restrictions or subdivision or homeowners' association rules or regulations.

2. **SELECTIONS AND ALLOWANCES.**

A. Buyer shall be entitled to make selections relating to the items listed in paragraph 2.D. for which an allowance has been specified. Unless an allowance is specified, the inclusion of an item on the general list in paragraph 2.D. does not mean that the item is included in the purchase price. Only items for which an allowance is provided or that are mentioned on the plans and specifications shall be included in the purchase price. Buyer will make every reasonable effort to select from Seller's stock on hand or other stock immediately available. Buyer will make selections by the dates specified in paragraph 2.D., in the absence of which, Buyer hereby authorizes Seller to make such selections.

B. The purchase price is based on the allowances set forth in paragraph 2.D. In determining the amount actually incurred for an item, all Costs, as defined in paragraph 2.C., incurred in connection with such item, including but not limited to labor and materials, shall be included. If Buyer exceeds the allowance for an item, Seller may require such extra Cost to be paid by Buyer

prior to or immediately upon the performance of such work. Any such extra Cost not paid prior to closing shall be paid at closing. Any credits due Buyer for underutilization of allowances shall be given at closing.

C. The capitalized terms "Cost" or "Costs" shall mean costs necessarily or reasonably incurred by Seller in the performance of work required by this Agreement and shall include but not be limited to the costs of labor, supervision, subcontractors, material, supplies, tools, equipment, transportation, storage, taxes, insurance, permits and removal of debris.

D. Complete only those items that remain to be selected by Buyer:

<u>Item</u>	<u>Allowance</u>	<u>Selection Deadline</u>
1. Wallpaper	\$_____ per single roll Location _____ _____ _____	_____
2. Carpets	\$_____ per sq. yard including pad. Location _____ _____ _____	_____
3. Vinyl	\$_____ per sq. yard including pad. Location _____ _____ _____	_____
4. Tile	\$_____ Color _____ Location _____ _____ _____	_____
5. Foyer Floor	\$_____ per sq. ft. Location _____ _____ _____	_____
6. Light Fixtures	\$_____ including chimes and bulbs. Location _____ _____ _____	_____
7. Landscaping	\$_____	_____

<u>Item</u>	<u>Allowance</u>	<u>Selection</u>	<u>Deadline</u>
8. Paint	\$_____ in total	_____	_____
9. Appliances: (where applicable)			
Trash Compactor	\$_____ Make/Model# _____ Color _____	_____	_____
Disposal	\$_____ Make/Model# _____	_____	_____
Dishwasher	\$_____ Make/Model# _____ Color _____	_____	_____
Oven	\$_____ Make/Model# _____ Color _____	_____	_____
Double Oven	\$_____ Make/Model# _____ Color _____	_____	_____
Stove	\$_____ Make/Model# _____ Color _____	_____	_____
Microwave	\$_____ Make/Model# _____ Color _____	_____	_____
Refrigerator	\$_____ Make/Model# _____ Color _____	_____	_____
Other	\$_____ Make/Model# _____ Color _____	_____	_____
10. Other	_____	_____	_____

3. CHANGE ORDERS.

A. Changes. Buyer acknowledges that Seller will be organizing labor, subcontractors and materials based on the plans and specifications or other criteria set forth in paragraph 1 and the designated allowance items that are part of the Agreement. Changes by Buyer may involve additional time, effort, overhead and Costs for Seller. Consequently, Seller shall not be required to make any changes. Buyer may, however, request changes. If Buyer wants a change, it is important that Buyer request it in a timely manner so as to permit Seller to schedule the change in the normal building process.

B. Written Change Orders. In order to avoid misunderstandings or disputes relating to changes, a Change Order shall be signed for any change agreed upon between the parties. The Change Order shall specify: (A) the change in the work; (B) the addition or reduction in the purchase price as a result of such change; (C) when any additional amount shall be paid by Buyer; and, (D) any change in the closing date as a result of the change in work. The Change Order shall be dated and signed by Buyer and Seller. At the option of Seller, it shall be entitled to full payment of the agreed upon addition to the purchase price at the time the Change Order is signed. If that

option is chosen by Seller, it should be reflected on the Change Order. Seller shall not be required to perform any change in the absence of a Change Order signed by Buyer and Seller or an authorized representative of Seller. No subcontractor or supplier shall be authorized to agree to a change on behalf of Seller. If Seller performs a change requested by Buyer but the parties fail to agree upon and sign a Change Order, Seller shall nevertheless be entitled to recover from Buyer no later than at closing any additional Costs plus a reasonable overhead and profit relating to such change and any deadline for closing shall be extended a reasonable amount of time to account for such change. Buyer understands that changes may not increase the appraised value of the Property.

4. **INSPECTIONS.** Inspections shall be governed by the Agreement and this paragraph. Buyer agrees to limit inspections to a reasonable length of time and to avoid hindering the work in any way. Buyer agrees to avoid conversations with workmen, unless Seller has requested that Buyer communicate with workmen. Buyer agrees to deal only with the representative of Seller assigned to the Property and to limit communications, in the absence of an emergency, to normal business hours (8:30 A.M. - 5:30 P.M., Monday-Friday).

5. **CONTRACTORS AND SUPPLIERS.** Seller shall be entitled to select the subcontractors, employees and suppliers to perform work and provide materials. Buyer shall not direct, supervise, control or interfere with such work or delivery of materials. In order to avoid disruptions and delays in the work to be performed by Seller or its employees or subcontractors, Buyer shall not be entitled to have any work performed on the Property or supplies delivered to the Property prior to closing in the absence of a written agreement between the parties to the contrary.

6. **DELAYS.** Seller shall have no liability for delays in construction caused by strikes, acts of God or nature, inclement weather, lockouts or other labor disputes, differing site conditions, unavoidable casualties, government moratoria, civil unrest, failure or unavailability of adequate sewer, water, electricity, gas, fire protection or other utility service, unavailability of materials or labor, changes in law after the date of this Agreement, force majeure, interference by Buyer or its representatives, change orders, delays in selection by Buyer or the failure by Buyer to comply with its obligations under this Agreement. The closing date may be extended by Seller to account for such delays.

Buyer's Signature

Date

Buyer's Signature

Date

Seller's Signature
(Use full legal name)

Date

Print or Type Name

By: _____

Title: _____