

# Fralin & Waldron, Inc./ dba Waldron Homes

## INSTRUCTIONS FOR COMPLETING CONTRACT:

- \_\_\_\_\_ Completed Purchase Agreement
- \_\_\_\_\_ Standards and Options Addendum (for patio home communities only)
- \_\_\_\_\_ Deposit check, made payable to Fralin & Waldron, Inc. / dba Waldron Homes (see note below for standard deposit in each community)  
NO NOTES ACCEPTED
- \_\_\_\_\_ Acknowledgment of receipt of Homeowners' Association documents

**Paragraph 14a, page 2 of 3, of the Fralin & Waldron, Inc./ dba Waldron Homes contract, notes that contracts for build jobs are subject to approval of final plans, specs and price for the home; so it isn't necessary to add that provision to your Buyer's contract.**

### ◆ **DEPOSITS:**

The following are the standard deposits required by Fralin & Waldron, Inc. / dba Waldron Homes, listed by community; deposits are made payable to Fralin & Waldron, Inc. / dba Waldron Homes at contract signing.

<u>Community</u>	<u>Speculative Home*</u>	<u>Custom Selection Job**</u>
Daleville Town Center	\$5000.00	10% of total purchase price
Keswick Court	\$2500.00	\$2500.00
Samuel's Gate	\$2500.00	\$2500.00
Wisteria Place	\$2500.00	5% of total purchase price
The Gables at the Orchards	\$2500.00	\$2500.00

\* Speculative Home – Any home the Builder has selected to place on a particular lot.

\*\* Custom Selection Job – Any home that the buyer chooses the lot and plan to be built. The plan must be selected from Builder's portfolio of plans for the chosen community.

### ◆ **BUILD JOBS:**

Plans and specifications that exceed Seller's normal plans and specifications will require additional NON-REFUNDABLE deposits paid to Fralin & Waldron, Inc. / dba Waldron Homes.

### ◆ **UPGRADES:**

Any and all upgrades to the Seller's standard package must be approved by Seller, priced by Seller to Purchaser, and the amount of same paid to Fralin & Waldron, Inc. / dba Waldron Homes prior to work commencing; any payment for upgrades or changes is NON-REFUNDABLE.

### **When Fralin & Waldron, Inc. pays closing costs, the Purchaser must purchase Title Insurance from:**

Magic City Title, LLC.

- Purchaser must initial the disclosure in paragraph 11, and sign the attached RESPA

### **Homeowners' Associations:**

**Disclosure is required for any community with a Homeowners Association; the Builder/Developer will sign contracts when the Acknowledgment of Receipt of Homeowners Association Disclosure Package accompanies the Contract.**

*Daleville Town Center	\$150.00 per month; \$300.00 initial contribution
*Keswick Court	\$115.00 per month; \$200.00 initial contribution
*Samuels Gate	\$90.00 per year, no initial contribution
*Wisteria Place	\$90.00 per year, no initial contribution
*The Gables at the Orchards	\$90.00 per year, no initial contribution

The total amount for any upgrades, changes and options for purchases of speculative or build jobs homes is payable to Fralin & Waldron, Inc. / dba Waldron Homes prior to installation and is non-refundable (see Paragraph 14d, page 2 of 6 of the contract). It is possible for the Purchaser to finance these in the mortgage loan and receive a credit back for the advance payment at closing.

### ◆ **AGENT'S RESPONSIBILITIES:**

1. Get questions answered for Purchaser through the Builder's Listing Agent. Complete the Purchase Agreement for the Purchaser, present to the Builder's Listing Agent. Make sure the Purchaser receives the Property Owners Association Packet if applicable, and signs the Receipt of Disclosure.
2. After the Purchase Agreement is ratified by both the Builder and the Purchaser, The Agent gives copy of signed contract to Purchaser, Lender-if needed, and the Settlement Office of the Purchaser's choice. Notice of where the closing will take place must be given to Sina Schilbe, Customer Service at Fralin & Waldron, Inc. The Buyer's Agent is responsible for setting up the closing as with any other real estate transaction.
3. Communication then begins with the Customer Service Coordinator, at Fralin & Waldron, Inc. The agent will call Customer Service at 5401266.3721 to set up the initial Plan and Specifications Review meeting. This meeting involves looking over the specific plan for the lot it has been assigned to. The purpose of this meeting is to find out whether the Purchaser will want to make changes, upgrades, etc. to the standard builder's plan. If pricing is needed to make this decision, the customer service representative will get that pricing back to the Purchaser so they can make an informed decision. We encourage the Buyer's Agent to attend this meeting with their clients. After this initial meeting at Fralin & Waldron's corporate office at Daleville Town Center, 90 Town Center St. suite 201, Daleville, Virginia, the purchaser will sign off of the plans so they may be sent to the field to start the new home building process.
4. Change Orders will be handled through Customer Service. All e-mail correspondence to the clients will be copied to the buyer's agent so you're always in the loop of communication up until the closing.
5. Home / Radon Inspections are the responsibility of the buyer's agent to set up through Customer Service at 540.266.3713.
6. Walk-Throughs are scheduled after a certificate of occupancy has been issued for the new home. This appointment is also scheduled through the customer service department. Buyer's agents should be present at the walk-through.

**ROANOKE VALLEY**  
**Fralin & Waldron, Inc. / dba Waldron Homes**  
**Standard Purchase Agreement**

**AGENCY DISCLOSURE AND CONFIRMATION**

The following agency relationships are hereby confirmed by signatures below. If a transaction involves Disclosed Dual Agency or Disclosed Designated Agency, the responsibilities of the parties are defined in the Disclosed Dual Agency Consent and Confirmation Agreement or the Designated Agency Consent and Confirmation Agreement which appropriate Agreement has been reviewed and signed prior to signing the Purchase Agreement.

Listing Agent: Brian Wescott  
 is the agent of (check one)

the Seller  
 Both the Buyer and Seller

Selling Agent: \_\_\_\_\_  
 (if not the same as Listing Agent)  
 is the agent of (check one)

the Buyer  
 the Seller  
 both the Buyer and Seller

Listing Firm: Fralin & Waldron Inc. / dba Waldron Homes  
 Principal and/or Supervising Broker  
 is the agent of (check one)

the Seller  
 both the Seller and the Buyer

Selling Firm: \_\_\_\_\_  
 Principal and/or Supervising Broker  
 is the agent of (check one)

the Buyer  
 the Seller  
 both the Buyer and the Seller

**REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY.**

\_\_\_\_\_  
 PURCHASER DATE

\_\_\_\_\_  
 PURCHASER DATE

\_\_\_\_\_  
 SELLER – FRALIN & WALDRON, INC. / dba WALDRON HOMES DATE

\_\_\_\_\_  
 SELLER DATE

THIS CONTRACT OF PURCHASE made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Fralin & Waldron, Inc. / dba Waldron Homes a Virginia corporation, Seller (Class A License #2701-007851A); and (Name) \_\_\_\_\_, (Address) \_\_\_\_\_ (Home Phone) \_\_\_\_\_, (Work Phone) \_\_\_\_\_, Purchaser.

1) **REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell land and all improvements thereon located in [check one] ( ) County ( ) City of \_\_\_\_\_, Virginia, and described as Lot \_\_\_\_\_, Block \_\_\_\_\_, Section \_\_\_\_\_, Map of \_\_\_\_\_, and more commonly known as \_\_\_\_\_, a more complete description to be furnished in the deed.

2) **ADDENDA:** The following addenda are made a part of this contract: ( ) Designated Agency Consent & Confirmation Contract; ( ) VA, FHA; ( ) Standards & Options Addendum; ( ) Home Inspection; ( ) Radon Inspection ( ) Other: \_\_\_\_\_.

3) **OCCUPANCY DISCLOSURE:** Purchaser acknowledges that he/she intends \_\_\_ to occupy \_\_\_ not to occupy the property as a principal residence.

4) **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** Seller represents that the Property ( ) is OR ( ) is not located within a development which is subject to the Virginia Property Owner's Association Act (Sections 55-508 ct. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners association disclosure packet and provide it to the Purchaser or to notify Purchaser that the packet is unavailable. The information contained in the association disclosure packet shall be current as of the date specified on the association disclosure packet. The Purchaser may submit a copy of the contract to the association with a request for assurance that the information required by the Act previously furnished remains materially unchanged, or, if there have been material changes, a statement specifying such changes. The Purchaser shall be provided with such assurance or such statement within ten days of the receipt of such request by the association. The Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. The Purchaser may cancel this Contract (a) within 3 days after the Date of the fully executed Contract, if on or before the Date of the fully executed Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within 3 days after hand-delivered receipt of the association disclosure packet or notice; or (c) within 6 days after the post mark date if the association disclosure packet or notice is mailed to the Purchaser. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available from the association or the association disclosure packet is not delivered to the Purchaser. Written notice of cancellation shall be hand-delivered or mailed, return receipt requested, within the cancellation period to the Seller. If this Contract is cancelled pursuant to this paragraph, such cancellation shall be without penalty, this Contract shall terminate and the Deposit shall be refunded in full to the Purchaser in accordance with the procedure of the Act. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement.

The Purchaser acknowledges with his/her signature that he/she is aware there is a fee to be paid [check one] ( ) annually ( ) monthly to the Homeowners Association for the Community.

5) **PURCHASE PRICE:** The Purchase Price of the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which shall be paid to Seller at settlement, subject to the prorations described herein and/or from the following sources:

- \$ \_\_\_\_\_ (A) **DEPOSIT:** The Purchaser has made a deposit (the deposit, which is made payable to Fralin & Waldron, Inc. / dba Waldron Homes, shall be seller's standard Deposit, plus any options or upgrades added by Purchaser (\$ \_\_\_\_\_) check in hand, paid to Seller upon execution of this Contract, the receipt of which is hereby acknowledged. The deposit will be credited towards the purchase price at settlement.
- \$ \_\_\_\_\_ (B) **LENDER'S FIRST TRUST:** This sale is subject to the Purchaser obtaining ( ) Conventional or ( ) Other (described here) \_\_\_\_\_ loan secured by a first deed of trust lien on the Property in the principal amount of approximately \$ \_\_\_\_\_, amortized monthly for a \_\_\_\_\_ year term with interest at the prevailing rate at the time of closing.
- \$ \_\_\_\_\_ (C) **BALANCE OF THE PURCHASE PRICE:** To be paid by Purchaser in cash, cashier's check, certified check or wire transfer funds at settlement.
- \$ \_\_\_\_\_ (D) **TOTAL PURCHASE PRICE**

Please Initial: Purchaser: \_\_\_\_\_

Seller: \_\_\_\_\_

**6) CASH CONTRACT:** If this is a cash contract and the balance is to be paid in cash, the Purchaser shall give Seller's Agent written verification from his/her bank or other source within five (5) business days from date of execution of the contract by all Parties that the Purchaser has the assets or ability to have the balance of the Purchase Price on or before the closing date of the contract. Failure to have written verification from bank or other sources to Seller's Agent within the stated time period will give the Seller the right to terminate this contract, and thereupon Purchaser's Deposit shall be refunded in full, in accordance with procedures defined in Paragraph 7. After the bank or other sources provide written verification, if the Purchaser fails to close for any reason other than the Seller's default or a condition of this Contract, the Purchaser will be in default.

**7) LOAN APPLICATION:** Purchaser shall make written application for any loan to which this Contract is subject within 5 **business days** of date of execution of this Contract by all parties and will make every effort to secure said loan and will accept the loan once approved. In the event Purchaser does not make timely application as specified in this Contract, the deposit herewith made and any sums paid for optional extras shall be forfeited by the Purchaser and retained by the Seller as partial liquidated damages. In addition, this Contract is further subject to the Purchaser being approved for the loan aforesaid within thirty (30) calendar days of the date of this Contract, which said approval means the written commitment of the lender to make the loan without the fulfillment of conditions dependent upon the action of third parties, such as, but not limited to, the sale of other real estate or increase in salary. Notwithstanding any other provision herein to the contrary, the period of loan approval will be automatically extended unless Seller terminates this Contract in writing. Seller shall have the sole option at any time, after period of loan approval, to terminate this Contract making it null and void if Purchaser has not obtained loan approval prior to Seller's cancellation notice. The Purchaser grants permission for the Selling Agent and the lender to disclose to Seller or the Seller's agent general information available about the progress of the loan application and loan approval process and authorizes Lender to send a copy of Purchaser's loan commitment letter to Seller at such time as Purchaser's lender sends such loan commitment letter to Purchaser.

The Purchaser shall be in default if settlement does not occur because the Purchaser:

- (a) Fails to lock-in the interest rate(s) and the rate(s) increases so that the Purchaser no longer qualifies for such financing.
- (b) Fails to comply with the lender's requirements in a timely manner.
- (c) Fails to notify lender, Seller or Listing Firm promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing,
- (d) Does not have the funds to settle as provided in this contract at the time of settlement; or
- (e) Does any act following the date of full execution of this contract that prevents the Purchaser from obtaining the financing.

TIME IS OF THE ESSENCE FOR THE PROVISIONS OF THIS PARAGRAPH.

In the event Purchaser fails to settle for any reason (provided such failure is not caused by an act of default as defined above and in Paragraph 20 of this agreement) other than the refusal of a Lender (The term "Lender" shall include Seller, should Seller extend a loan to Purchaser) to lend the necessary purchase money to Purchaser on grounds of inability to qualify for financial reasons, provided a condition of this contract is Purchaser's ability to secure financing, then at Seller's option, Purchaser's Deposit and all other sums paid by Purchaser to date shall be forfeited to Seller as partial liquidated damages. Purchaser further agrees that if he/she defaults, he/she will be liable for all reasonable expenses incurred by Seller in preserving the Property and attempting to resell it, including, but not limited to, changing options and colors selected by purchaser, interest paid on loans securing the Property which Seller is responsible for paying, loss of use of equity, and the difference between the net sales proceeds of this Agreement and the new sales proceeds when the Property is resold. Purchaser agrees to pay all of Seller's court costs and attorney's fees incurred in the enforcement of this Agreement.

Should this contract be contingent on Purchaser securing financing and Purchaser does not close on this sale due to the Purchaser's inability to secure financing, (provided Purchaser's inability to secure financing is not caused by a default action of Purchaser), then Purchaser and Seller agree that Purchaser's deposit shall be returned to Purchaser less any expenses incurred by Seller making changes and/or alterations or additions to Seller's standard base house and standard finishes that were requested by Purchaser. Expenses incurred by Seller would also include the expense of returning Purchaser's changes to Seller's standard plan and/or finishes.

**8) OTHER FINANCING TERMS:** Should the Purchaser be unable to qualify for a loan where the original base price thereof is increased by options selected by the Purchaser, the Purchaser shall be obligated to apply for and attempt to qualify for a loan based upon the original base price of the Property exclusive of options.

Purchaser acknowledges that as part of the condition of his/her loan commitment, Purchaser may be required by Lender to occupy the Property as his/her primary residence and if so required, Purchaser agrees to do so. Purchaser further acknowledges that Seller may offer certain loan programs and that Purchaser, if unable to qualify for financing elsewhere, shall work with Seller and Seller's agents in attempting to qualify for financing under a loan program Seller may offer.

**9) HOMEOWNERS INSURANCE:** This Contract is further subject to the Purchaser obtaining, in writing, from his/her homeowners insurance company within five (5) business days from the date of the full execution of this Contract that the Purchaser qualifies for and will be able to purchase homeowners insurance on the Property. The Seller reserves the right to terminate this Contract if the Purchaser does not provide written evidence from the homeowners insurance company within the above time period that the Purchaser qualifies and the company will issue a homeowners insurance policy. The earnest money deposit will be returned if the Purchaser is unable to obtain said homeowners insurance.

**10) CLOSING COSTS:** Seller agrees to pay up to \$ \_\_\_\_\_ toward Purchaser's closing cost, prepaid expenses, points and miscellaneous fees in connection with the above described loan.

**11) TITLE INSURANCE; DISCLOSURE:**

WHEN THE SELLER PAYS CLOSING COST: In the event owner's and lender's title insurance is issued as a part of the transaction herein contemplated, Purchaser directs the settlement agent to secure title insurance from Magic City Title Associates, LLC /dba Professional Title Services. Purchaser acknowledges that Fralin & Waldron, Inc./dba Waldron Homes has an ownership interest in Magic City Title Associates, LLC /dba Professional Title Services. Because of this relationship, this referral may provide Fralin & Waldron, Inc. a financial or other benefit. If title insurance is secured from another source, then the Seller will pay no closing costs. Please Initial here: \_\_\_\_\_/\_\_\_\_\_

WHEN THE PURCHASER PAYS THE CLOSING COST: In the event owner's and lender's title insurance is issued as a part of the transaction herein contemplated, Purchaser directs the settlement agent to secure title insurance from \_\_\_\_\_. Purchaser acknowledges that the Purchaser's agent and/or the Purchaser's real estate firm,  does or  does not have a business relationship with the title insurance company selected. In the event there is a business relationship, the Purchaser's agent and/or the Purchaser's real estate firm because of this relationship, this referral may provide the Purchaser's agent and/or the Purchaser's real estate firm a financial benefit.

**12) SETTLEMENT; POSSESSION:** Possession is to be given Purchaser at settlement, unless otherwise agreed, and settlement will be held on or about \_\_\_\_\_, or as soon thereafter as the title can be examined and all necessary papers prepared, allowing a reasonable time for the correction of any defects reported by the title examiner. Items such as real estate taxes, rents and interest shall be prorated as of the date settlement takes place.

The settlement will be held at the offices of \_\_\_\_\_.

**Choice of Settlement Agent:** You have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your 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 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.

**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 provision of the Consumer Real Estate Protection Act.



**24) ATTORNEY'S FEES:** In any action or proceeding involving a dispute between the Purchaser, the Seller, the Listing and/or Selling Firm arising out of the contract, or to collect the Brokerage Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

**25) BUILDER'S LICENSE DISCLOSURE:**

The Board of Contractors for the Commonwealth of Virginia requires that the Seller/Builder disclose the following information that appears on the contractor's license:

Contractor's Name: Fralin & Waldron, Inc. / dba Waldron Homes  
Address: 90 Town Center Street  
P.O. Box 100  
Daleville, Virginia 24083  
License Number: 2701-007851A  
Expiration Date: 09-30-2010  
Classifications: BLD

**26) ADDITIONAL TERMS:**

(a) Purchaser agrees to notify all appropriate utility companies to place those utilities in Purchaser's name as of the date of closing. Failure to do so may result in an interruption of services from the utility companies.

(b) Purchaser agrees to close when the property is substantially complete as defined in Paragraph 13(c) even though certain items such as wallpaper, lighting fixtures, landscaping, driveway or other items may not be completed.

(c) The obligations of Seller hereunder are subject to unavoidable delays due to labor disputes, acts of God or public enemy, governmental regulations and controls, fire or other casualties beyond the reasonable control of the Seller.

(d) After settlement Purchaser shall give Seller written notice of any defects in construction of the Property for which Purchaser believes Seller to be responsible under Seller's warranty of the Property, as set forth in Seller's Performance Standards. PURCHASER AGREES THAT PURCHASER'S FAILURE TO PROVIDE SUCH REQUIRED WRITTEN NOTICE OF SUCH DEFECT(S) TO SELLER OR TO ALLOW SELLER TO CORRECT ANY DEFECTS UNDER SELLER'S WARRANTY IDENTIFIED IN WRITING BY PURCHASER SHALL CONSTITUTE A WAIVER OF ANY AND ALL CLAIMS PURCHASER HAS OR MAY HAVE UNDER SELLER'S WARRANTY RELATING TO OR ARISING FROM SUCH DEFECT. BOTH PARTIES AGREE THAT THIS PROVISION SHALL SURVIVE EXECUTION AND DELIVERY OF THE DEED.

(e) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**27) MISCELLANEOUS:** This contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by all parties. This contract shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia and the Seller and Purchaser hereby bind themselves, their heirs, successors, assigns, executors and/or administrators for the faithful performance of the contract. To the extent any handwritten or typewritten terms herein conflict with, or are inconsistent with the printed terms hereof, the handwritten or typewritten terms shall control. UNLESS OTHERWISE PROVIDED HEREIN, THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER HEREIN AND ALL OTHER PROVISIONS OF THIS CONTRACT SHALL BE DEEMED MERGED INTO THE DEED DELIVERED AT SETTLEMENT AND SHALL NOT SURVIVE SETTLEMENT.

**28) PLAN or PLAN NAME:** Home to be constructed is a \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS the following duly authorized signatures and seals:

**FRALIN & WALDRON, INC. /dba WALDRON HOMES**

By \_\_\_\_\_ (SEAL)  
Builder-Seller/Date

\_\_\_\_\_  
Purchaser Sign/Date

\_\_\_\_\_  
Selling Firm /Phone/Fax

\_\_\_\_\_  
Selling REALTOR®/Phone

\_\_\_\_\_  
Purchaser Sign/Date

\_\_\_\_\_  
Selling REALTOR® Email Address

Listing Firm/Agent: Fralin & Waldron, Inc. / dba Waldron Homes  
Kathy R. Gentry

\_\_\_\_\_  
Purchaser's Email Address

**Inspection Addendum to Contract**

The undersigned, in consideration of the premises and of the following mutual promises and agreements, hereby agree to add to that certain contract dated \_\_\_\_\_, by and between the undersigned relating to the purchase of real property known as \_\_\_\_\_, and more commonly known as \_\_\_\_\_.

**HOME INSPECTION:** This Contract is subject to a home inspection, to be paid for by the Purchaser and done by an inspector agreeable to both Purchaser and Seller. The purpose of the inspection is RESTRICTED TO DETERMINING ONLY that the plumbing (including well, well pump and septic system, if any) heating, air conditioning (if any), electrical systems and appliances are in safe working order, there are no structural defects, and the roof is free of leaks. If this is a newly constructed home, the inspection may also include the conformity of these systems to the current building code. The inspection shall be completed:

- ( ) **IF SPEC HOME, complete**, within \_\_\_\_\_ business days from the date of full execution of this Agreement by all parties.
- ( ) **IF SPEC HOME, not complete**, within \_\_\_\_\_ business days prior to closing.
- ( ) **IF BUILD JOB**, within \_\_\_\_\_ business days prior to closing.

Failure to complete the inspection within the specified time period shall forfeit the Purchaser's right to a home inspection.

Purchaser acknowledges that all mechanical equipment in this new home is warranted by manufacturer(s) and that the home is warranted for one year according to state statute (§55-70.1) from date of settlement. Purchaser further acknowledges and agrees that numerous items noted by the inspector may be of the sort which would be corrected before Purchaser's pre-closing walk-through.

**RADON INSPECTION:** This Contract is subject to a Radon Test which meets standards of the Environmental Protection Agency (EPA). The Inspector shall be certified by the National Environmental Health Association (NEHA) and/or the National Radon Safety Board (NRSB). The choice of Inspector must be agreeable to all parties, and inspection shall be paid for by Purchaser. If radon is found to be present at levels which exceed the action level established by the EPA, Seller shall take corrective action to obtain a test which meets EPA standards. Such work shall be performed by a mitigator certified by NEHA and/or NRSB so that a test may be obtained which meets EPA standards. Seller shall pay for the verification test(s) after the remediation has been completed. A list of certified inspectors and mitigators may be found at the following websites: [www.NEHA.org](http://www.NEHA.org) and [www.NRSB.org](http://www.NRSB.org).

In order to facilitate a timely closing, Purchaser agrees to schedule radon inspection to begin on a Friday afternoon after 4:00 p.m. so as not to impede any work in progress on this home. Purchaser shall give at least 48 hours notice to Seller as to the scheduled time for the inspection to begin. Purchaser acknowledges that if radon testing cannot be done on a weekend, or if mitigation is required, the closing may necessarily be delayed by the number of days required to complete testing and receive the results and mitigate if necessary.

**RESULTS OF INSPECTIONS:** A copy of the written  Home,  Radon and any additional inspection report(s) shall be given to all parties to the Contract, including F&W/Waldron Homes Customer Service Representative, within \_\_\_\_\_ business days from date of the inspection(s). If the report(s) reveals problems requiring correction, the Purchaser shall provide Seller, within \_\_\_\_\_ business days from receiving inspection report(s), a written amendment specifying which problems Purchaser would like Seller to correct. Upon Seller's receipt of the inspection reports, the reports will be turned over to the Site Superintendent for correction in a manner which conforms to industry standards. All repairs made on behalf of Seller shall be performed by the Seller, a licensed contractor in the state of Virginia. At the Final Walk-Through, any items not yet corrected will be added as requested by Purchaser and agreed upon by all parties to the Final Walk-Through Report, a legal document signed by all parties which survives closing. Or Seller may reserve the right to give Purchaser credit for repair work at closing, and in such an event, Purchaser shall be responsible for repairs.

Purchaser shall be deemed to waive any inspection, the results of which are not delivered within the time specified above. Notwithstanding any other provisions of this Contract, Purchaser shall have the option to waive inspection(s).  
TIME IS OF THE ESSENCE FOR THE PROVISIONS OF THE HOME, RADON AND ANY OTHER INSPECTIONS CLAUSES.

The original contract between the undersigned, in addition to this addendum and all other addenda, remains in full force and effect.

WITNESS the following duly authorized signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Selling Agent/Date: \_\_\_\_\_  
(Sign)

List Agent/Date:     Brian Wescott     \_\_\_\_\_  
(Sign)  
\_\_\_\_\_  
(Sign)  
\_\_\_\_\_  
(Sign)

RESPA  
AFFILIATED BUSINESS ARRANGEMENT  
DISCLOSURE FOR TITLE INSURANCE

NOTICE

TO: \_\_\_\_\_ Property: \_\_\_\_\_  
(Purchaser/Borrower)

FROM: Fralin & Waldron, Inc. dba Waldron Homes Settlement Date: \_\_\_\_\_

This is to give you notice that Fralin & Waldron, Inc. dba Waldron Homes has a business relationship with Magic City Title Associates, LLC dba Professional Title Services. Because of this relationship, this referral may provide Fralin & Waldron, Inc. dba Waldron Homes with a financial or other benefit.

Set forth below is the estimated charge or range of charges by Magic City Title Associates, LLC dba Professional Title Services for the following settlement services:

Owner's coverage up to \$100,000 of coverage	\$3.90 per \$1,000
Over \$100,000 and up to \$500,000 add	\$3.40 per \$1,000
Over \$500,000 and up to \$1,000,000 add	\$3.00 per \$1,000
Over \$1,000,000 and up to \$5,000,000 add	\$2.00 per \$1,000
Over \$5,000,000 and up to \$10,000,000 add	\$1.75 per \$1,000
Over \$10,000,000 and up to \$20,000,000 add	\$1.00 per \$1,000
Over \$20,000,000	\$0.75 per \$1,000
<hr/>	
Mortgagee coverage up to \$100,000 of coverage	\$2.90 per \$1,000
Over \$100,000 and up to \$500,000 add	\$2.40 per \$1,000
Over \$500,000 and up to \$1,000,000 add	\$2.00 per \$1,000
Over \$1,000,000 and up to \$5,000,000 add	\$1.50 per \$1,000
Over \$5,000,000 and up to \$10,000,000 add	\$1.00 per \$1,000
Over \$10,000,000 and up to \$20,000,000 add	\$0.75 per \$1,000
Over \$20,000,000	\$0.50 per \$1,000
<hr/>	
Title insurance binder	\$20
Minimum premium for Standard Policy	\$125
Minimum premium for Advantage Express Policy	\$150
ALTA 8.1 endorsement	\$15

Discounted reissue rates may be available

Simultaneous issue discount is available for owner's and mortgagee coverage at the owner's rate plus \$50

You are NOT required to use Magic City Title Associates, LLC dba Professional Title Services as a condition for settlement of your loan on the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**ACKNOWLEDGMENT:**

I have read this disclosure form and understand that Fralin & Waldron, Inc. dba Waldron Homes is referring me to purchase the above-described settlement services from Magic City Title Associates, LLC dba Professional Title Services, and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
Purchaser/Borrower Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser/Borrower Date: \_\_\_\_\_



# FRALIN & WALDRON, INC

## ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This ( ) Addendum, ( ) Amendment of that certain Contract dated \_\_\_\_\_ between the undersigned, in consideration of the premises and of the following mutual promises and agreements relating to the purchase of real property known as \_\_\_\_\_ provides the following:

The original contract between the undersigned, except as hereby changed, remains in full force and effect.

WITNESS the following SIGNATURES and SEALS this \_\_\_\_ day of \_\_\_\_\_, 2010.

Selling Agent/Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser sign/date

List Agent/Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser sign/date

\_\_\_\_\_  
Seller sign/ date

Fralin & Waldron, Inc.  
**Subject to Sale, Kick-Out and Subject to Consummation Clauses**

(Blanks in all clauses are to be filled out completely.)

This is an addendum the Contract dated \_\_\_\_\_, between Fralin & Waldron, Inc, Seller, and \_\_\_\_\_, Purchaser, on the sale of \_\_\_\_\_, Roanoke, Virginia. The following clauses are made part of the Contract.

**SUBJECT TO SALE CLAUSE:**

This Contract is subject to the Purchaser having Purchaser's property at \_\_\_\_\_ under Contract of sale THAT IS NOT SUBJECT TO THE SALE OF ANOTHER PROPERTY within 30 days of the above Contract date. It is also subject to that sale being consummated within 60 days of the removal of the Subject to the Sale Clause. It is agreed that the Purchaser will list this property with an approved real estate brokerage firm, or the sale agent for this Contract. If the Purchaser does not list Purchaser's property within 24 hours or have Purchaser's property under contract within the time period described above, the Seller reserves the right to terminate this Contract by written notice to the Selling Agent. If this Contract is terminated, Purchaser will be entitled to a refund of the Deposit, in accordance with procedures defined elsewhere in this Contract, and thereupon none of the parties will have further obligation hereunder to the others.

The above 30 day period shall automatically extend itself if Purchaser's present home is not under contract of sale (that is not subject to sale of another property) within said 30 day period, except that Seller shall have the sole option anytime after 30 days to give Purchaser written notice that Seller is declaring this contract null and void and returning Purchaser's deposit, provided such written notice is given Purchaser prior to Purchasers' having their present home under contract of sale that is not subject to the sale of another property.

**KICK-OUT CLAUSE:**

If the Seller receives and accepts another Contract on the Seller's property THAT IS NOT SUBJECT TO THE SALE OF ANOTHER PROPERTY, it is agreed that this Purchaser shall within 24 hours from written or verbal notification of the Selling Agent and/or the Purchaser:

EITHER: Remove the above Subject to Sale and Kick-Out Clauses. If the Purchaser removes the Subject to Sale and Kick-Out Clauses, the Purchaser MUST, at the same time, provide a letter from a lender and/or financial institution stating that the Purchaser will qualify for the loan described in the Purchase Agreement based upon: (1) information provided at loan application, (2) a written credit report obtained by lender and (3) verification of necessary funds to close without the sale of Purchaser's present property referenced in the Purchase Agreement. This qualification letter does not constitute loan approval.

OR: Terminate the Contract—The Purchaser may terminate the Contract. If this Contract is terminated, Purchaser will be entitled to a refund of the Deposit, in accordance with procedures defined elsewhere in this Contract, and thereupon none of the parties will have further obligation hereunder to the others.

**SUBJECT TO THE CONSUMMATION CLAUSE (After removal of SUBJECT TO SALE CLAUSE):**

If the Purchaser removes the above Subject to Sale and Kick-Out Clauses because Purchaser's property goes under contract, this Contract shall become Subject to the consummation of the existing Contract of Sale of the Purchaser's property, and the closing date reflected in the contract shall be adjusted to \_\_\_\_\_ days from date of deletion of the "subject to sale" contingency.

This Contract is further subject to the Seller receiving a copy of all contracts affecting the consummation of this sale within five (5) business days from date of removal of the Subject to Sale and Kick-Out Clauses. After the Seller receives and reviews the contract(s), and if the Seller does not approve the terms affecting the consummation of this transaction, the Seller, at Seller's sole option, will have the right, within five (5) business days from receiving said contracts, to terminate this Contract.

This Contract is further subject to the Purchaser's loan and all other loans being approved and Seller receiving a copy of the loan approval letters no later than 30 days from the removal of the Subject to Sale and Kick-Out Clauses. If the Seller does not receive the loan approval letters, the Seller, at Seller's sole option, will have the right to terminate this Contract upon notice to Purchaser.

The Contract is further subject to the settlement of Purchaser's property no later than 60 days from the removal of the Subject to Sale and Kick-Out Clauses. If the settlement of the Purchaser's property does not take place within the 60 days, the Seller, at Seller's sole option, will have the right to terminate the Contract upon written notice to Purchaser.

If the Seller terminates this Contract, Purchaser will be entitled to a refund of the Deposit, in accordance with procedures defined elsewhere in this Contract, and thereupon none of the parties will have further obligation hereunder to the others.

**SUBJECT TO CONSUMMATION CLAUSE ONLY:**

This Contract is subject to the consummation of the existing contract of sale of the Purchaser's property located at \_\_\_\_\_ which is scheduled to close on \_\_\_\_\_. If settlement of Purchaser's contract of sale does not occur within two (2) weeks of this date, Seller shall have the right to terminate this Contract. Absent such notice from Seller, the time of consummation will be automatically extended until Seller notifies Purchaser of termination. In the event of termination, the Deposit shall be refunded in full to the Purchaser. Seller's obligation under this Contract is subject to Seller's receiving a copy of, approving and communicating approval within ten (10) business days any other contracts that affect the consummation of this sale. In the event the Seller does not receive copies of all contracts within five (5) business days or receives and reviews same and is not satisfied with the terms of any of the contracts, the Seller reserves the right to terminate Contract. In the event of termination, the Deposit shall be refunded in full to the Purchaser.

The Contract is subject to approval of all other loans for all other purchasers that affect the consummation of Purchaser's sale and receipt by Seller of a copy of the approval letter of each such loan by 5:00 PM on or before \_\_\_\_\_. In the event Seller does not receive any of the above mentioned letters, the Seller reserves the right to terminate the Contract. In the event of termination, the Deposit shall be refunded in full to the Purchaser.

TIME IS OF THE ESSENCE FOR THE PROVISIONS OF THIS ADDENDUM.

Selling Agent/Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser sign/date

List Agent/Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser sign/date

\_\_\_\_\_  
Seller sign/ date