

TANTALLON PRESERVES, LLC
ADDENDUM A TO CONSTRUCTION CONTRACT
PLANS

**THIS AUCTION
HAS JUST
CLOSED**

**TANTALLON PRESERVES, LLC
ADDENDUM B TO CONSTRUCTION CONTRACT
SPECIFICATIONS**

**THIS AUCTION
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TANTALLON PRESERVES, LLC
ADDENDUM C TO CONSTRUCTION CONTRACT
DRAW SCHEDULE

**THIS AUCTION
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**TANTALLON PRESERVES, LLC
ADDENDUM D TO CONSTRUCTION CONTRACT
OPTIONAL ITEMS**

MODEL TYPE: _____ SALES PRICE: \$ _____

OPTIONAL ITEMS included in the above sales price are listed with associated costs as listed below:

_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____
_____	_____	for \$ _____

**THIS AUCTION
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Owner _____ Date _____

Owner _____ Date _____

TANTALLON PRESERVES, LLC _____ Date _____

TANTALLON PRESERVES, LLC
ADDENDUM E TO CONSTRUCTION CONTRACT
SITE PLAN

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**TANTALLON PRESERVES, LLC
ADDENDUM F TO CONSTRUCTION CONTRACT
INSULATION SPECIFICATIONS**

Insulation will be installed in the subject dwelling as follows where construction allows:

	R-VALUE	TYPE	THICKNESS
A. Floor Overhangs	9	Fiberglass	6-1/4"
B. Exterior Walls	13	Fiberglass	3-5/8"
C. Ceiling			
Flat	30	Fiberglass	Varies
Cathedral	30	Fiberglass	Varies
D. Bedroom Floor (over garage)	19		6-1/4"
E. Floor Slab Edges	7		
F. Basement Wall to Frost Line			"

Notwithstanding the foregoing, insulation may be installed with an R-value than indicated above in certain limited areas where the code does not permit greater thickness. Examples of locations where this may include locations where studs are placed in walls, at corners, etc.

The R-values stated above are the minimum R-values required by the manufacturer and/or the installer of insulation, and Seller warrants that these R-values are correct.

Seller has the right to change the type, thickness and R-value of insulation installed in the subject dwelling with the consent of the Owner as long as there are no substantial changes to the insulation in a substantial portion of the subject dwelling.

ENERGY EFFICIENT HOMES AND INDOOR AIR CONTAMINANTS

One of the prime reasons your new energy efficient home will cost you less for heating and air conditioning is that it is very tightly built so that warm air does not escape in the winter and cool air does not escape in the summer. An undesirable side effect of this efficient design is that indoor air pollutants do not escape either. For example, air contaminants from cigarette smoking, cooking or other sources must be actively ventilated. In addition, the wood products such as plywood and particle board used to build new homes by virtually every builder in the country are manufactured utilizing formaldehyde.

Wood products emit small amounts of formaldehyde or other gasses into the indoor air which sometimes accounts for the so-called "new house smell." To a small percentage of the population this gas is an irritant and should, therefore, be actively ventilated. As a general rule, after proper ventilation, the wood products emit less and less of this gas and, after a year or two, are almost completely stable. Formaldehyde gas is also emitted from cigarette smoke, permanent pressed clothing, drapes, furniture and many other items that may be in the home. Because the home is energy efficient, care should always be taken to insure that proper ventilation practices are followed.

THIS AUCTION HAS JUST CLOSED

**TANTALLON PRESERVES, LLC
ADDENDUM G TO CONSTRUCTION CONTRACT
NEW HOME WARRANTY DISCLOSURE**

****NOTE: THIS FORM IS TO BE USED IF THE BUILDER BELONGS TO A NEW HOME WARRANTY SECURITY PLAN THAT REQUIRES THE BUILDER TO REGISTER EVERY NEW HOME THAT THE BUILDER BUILDS.**

DISCLOSURES REQUIRED BY BUILDERS PARTICIPATING IN A NEW HOME WARRANTY SECURITY PLAN.

MARYLAND LAW REQUIRES A BUILDER WHO PARTICIPATES IN A NEW HOME WARRANTY SECURITY PLAN TO PROVIDE THE FOLLOWING DISCLOSURE AS PART OF THE SALE OR CONSTRUCTION OF A NEW HOME.

I AM A BUILDER WHO HAS REGISTERED AND APPROVED NEW HOME WARRANTY SECURITY PLAN WITH THE TERMS OF THAT PLAN. I AM REGISTERED WITH A NEW HOME WARRANTY WITH THE REQUIREMENTS OF MARYLAND LAW.

I AM A PARTICIPANT IN A NEW HOME WARRANTY SECURITY PLAN WITH THE FOLLOWING PLAN:

NAME: PROFESSIONAL WARRANTY SERVICE CORPORATION
ADDRESS: P.O. BOX 10000, ANNAPOLIS, MD 21403-0800
PHONE: 1 800-848-2200

The Builder's Limited Warranty, provided to the home buyer by the builder through the Professional Warranty Service Corporation (PWC) Program, requires that any disputes related to or arising from the Builder's Limited Warranty shall be resolved through binding arbitration. Any binding arbitration proceeding shall be conducted by an independent arbitration organization designated by PWC or the insurer of the Builder's Limited Warranty and shall be governed by the rules and procedures applicable to the arbitration organization hearing the dispute.

The parties to this agreement hereby acknowledge and agree that all disputes between them related to or arising out of the Builder's Limited Warranty provided through the PWC program shall be submitted to the required binding arbitration for resolution.

Owner	Date
Owner	Date
TANTALLON PRESERVES, LLC	Date

**TANTALLON PRESERVES, LLC
ADDENDUM H TO CONSTRUCTION CONTRACT
MARYLAND HOME BUILDER REGISTRATION**

As of January 1, 2001 homebuilders who build homes in the State of Maryland must be registered with the Home Builder Registration Unit, Consumer Protection Division, Office of the Attorney General.

DISCLOSURE REQUIRED BY THE HOME BUILDER REGISTRATION UNIT OF THE CONSUMER PROTECTION DIVISION, OFFICE OF THE ATTORNEY GENERAL.

Tantallon Preserves, LLC is registered as a home builder with the Home Builder Registration Act.

The home builder registration number for [redacted] is No. 4756.

As a registered home builder in the State of Maryland, [redacted] will construct the home in accordance with all applicable laws and regulations.

The performance standards to be used shall be those contained in the builder's limited warranty (Administered by Professional Warranty Service Corporation) and any other standards applicable. A booklet outlining these standards is available upon request.

Owner may obtain a copy of this booklet by contacting the Consumer Protection Division:

Consumer Protection Division
Office of the Attorney General
200 St. Paul Place - 16th Floor
Baltimore MD 21202
Phone (410) 576-6573
Toll Free (877) 259-4525
Fax (410) 576-6566

Owner

Date

Owner

Date

TANTALLON PRESERVES, LLC

Date

THIS AUCTION HAS JUST CLOSED

**TANTALLON PRESERVES, LLC
ADDENDUM I TO CONSTRUCTION CONTRACT
DISCLAIMER OF WARRANTIES**

1. **No Express Warranties.** Owner hereby acknowledges that Contractor has made no express warranty with respect to the property to be sold except those warranties set forth in the written terms of the contract and executed by all parties to the contract.

2. **Implied Warranties.** Owner hereby acknowledges that pursuant to Section 10-203 of the Real Property Article of the Annotated Code of Maryland, the property is entitled to certain implied warranties, which are that the improvement:

- a. Free from faulty materials
- b. Constructed according to the contract
- c. Constructed in accordance with applicable building codes
- d. Fit for habitation

Owner hereby acknowledges that the warranties set forth herein do not apply to any condition that an inspection of the property would reveal to a reasonably diligent Owner at the time that this contract was entered into.

3. **No Implied Warranty for a Particular Purpose.** Owner hereby acknowledges that Owner has advised Contractor of any specialized purpose for which Owner intends to use the property, and, as such, there is no implied warranty of fitness for any particular purpose or use, other than the Property's use as a normal single family residence.

4. **Sole Warranties.** Owner hereby acknowledges that the only warranties provided to Owner are those warranties set forth in this Disclaimer and the Contract, and further acknowledges that no other representation or agreement as to a warranty has been made to Owner by Contractor, or by any of Contractor's agents or employees.

Owner

Date

Owner

Date

TANTALLON PRESERVES, LLC

Date

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**TANTALLON PRESERVES, LLC
ADDENDUM J TO CONSTRUCTION CONTRACT
CUSTOM HOME DISCLOSURE**

The following disclosures are made as part of the Contract in accordance with Maryland Code, Real Property Article, Section 10-505, the Maryland Custom Home Protection Act, and Section 10-603, Maryland Home Warranty Act:

1. The draw schedule attached to the Contract, _____, has been separately executed by Contractor and Owner is the Draw Schedule. Any _____ schedules will be separately executed by the Contractor and the Owner. The _____ Draw Schedule may be modified by the Lender and the parties _____ . modification is required.
2. The identity of the primary _____ on the custom home are identified on the _____ sheets attached to the _____ or Proposals.”
3. Any and all change _____ to be recorded as “Change Orders” that specify the change _____ of the change on the price of the house and the completion _____
4. Contractor shall _____ days after each progress payment a list of the subcontractors, suppliers, _____ provide more than \$500.00 of goods or services to date and indicate which of the _____ paid by the Contractor.
5. The Contractor shall provide waivers of liens from all applicable subcontractors, suppliers, or materialmen, within a reasonable time after the final payment for the goods or services they provide.

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Owner

Date

Owner

Date

TANTALLON PRESERVES, LLC

Date

**TANTALLON PRESERVES, LLC
ADDENDUM K TO CONSTRUCTION CONTRACT
BUYERS' RISK UNDER MECHANICS LIEN LAWS**

Unless your builder pays each subcontractor, materialman, or supplier, the subcontractor, materialman, or supplier may become entitled to place a lien against your property in order to ensure payment to the subcontractor, materialman, or supplier for services rendered or goods delivered on or to your home. This could mean that your home could be sold to satisfy the lien. Your builder is required by law to give you a list of subcontractors, suppliers, and materialmen who provide more than \$1,000 of services to your custom home, and indicate whether they have been paid. If you have any questions or concerns about whether your subcontractors have been paid, you should discuss them with your builder and your subcontractors.

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Owner	Date
Owner	Date
TANTALLON PRESERVES, LLC	Date

