

ADDENDUM TO LEMAY AVENUE ESTATES LOT CONTRACT

- 26.1 In reference to paragraph #8.5 Right to Cure: strike and add "Seller reserves the right to terminate this contract upon receipt of notice of unsatisfactory condition causing this contract to be null and void. Written notification of said termination shall be given to Buyer and he shall have five (5) days to waive objections, causing remaining provisions of this contract to be in full force and effect."
- 26.2 In reference to paragraph #10.3 Inspection: strike and add, "Buyer shall have the right to have inspection(s) of the physical condition of the property and inclusions at Buyers' expense. If written notice of any unsatisfactory condition, signed by or on behalf of Buyer, is not received by Seller on or before (Objection Deadline), the physical condition of the property and inclusions shall be deemed to be satisfactory to the Buyer. If such notice is received by Seller as set forth above, and if Buyer and Seller have not agreed, in writing, to a settlement thereof on or before 5 days of notification of any unsatisfactory conditions (Resolution Deadline), then this Contract shall terminate immediately. Buyer is responsible for and shall pay for any damage which occurs to the property and inclusions as a result of such inspection(s). Upon termination of Contract and payment of any said damages, the Buyer shall then receive their Earnest Money Deposit.
- 26.3 Buyer is responsible for foundation engineering on herein described lot(s).
- 26.4 Upon signatures of this Contract the Buyer acknowledges the receipt of:
1. Declaration of Protective Covenants, Conditions and Restrictions; 2. General Subsurface Exploration Report; 3. Residential Improvement Guidelines and Residential Site Restrictions; 4. Homeowner Fencing Detail; 5. Bylaws; 6. Articles of Incorporation and 7. Required "Tree Lawn" Planting from the City of Fort Collins, all for Lemay Avenue Estates. Buyer shall have 45 days from acceptance of this Contract to review and approve or reject the above described documents. If seller does not receive notice from Buyer by said date, then Buyer accepts those items referenced above. If Buyer rejects any or all of the documents stated, then this Contract shall terminate immediately and Buyer shall receive the Earnest Money Deposit in return.
- 26.5 It is understood by Buyer that plans, specifications, exterior colors, roofing materials and colors, masonry type and colors, landscaping design including fences, must be approved in writing by the Lemay Avenue Estates Architectural Control Committee for residences to be constructed on said property prior to construction.
- 26.6 It is understood by Buyer that a plot plan showing location of residence on the property within the building envelope, including all exterior concrete or attached improvements shall be submitted for approval by the Lemay Avenue Estates Architectural Control Committee prior to building on each lot. This plot plan shall include elevations of each corner of the lot and the building envelope, elevations, of the proposed top of wall foundation and directional arrows of final drainage flows which shall be determined from the overall drainage plan of Lemay Avenue Estates as drawn by Northern Engineering.
- 26.7 Buyer agrees to purchase lot "as is" with services provided as follows: each lot shall be provided prior to closing with the availability of water/sewer service, gas, electricity and telephone service lines. Seller does not guarantee the depth of elevation of any said services.
- 26.8 Seller agrees to have lot pins set to determine the location of property lines one time. Buyer agrees that any survey conducted by, or at the request of, the Buyer to determine the property lines after entering and taking possession of the premises shall be at the Buyer's expense.
- 26.9 Buyer/Builder is responsible to provide to subsequent Buyer/Homeowner all information regarding Lemay Avenue Estates as was provided to them as the original Buyer of the lot.
- 26.10 Maintenance of the lot prior to completion of the home is the Buyer's obligation. This includes weed control, taxes, HOA dues and other costs associated with the lot. All landscape plans must be submitted to the Lemay Avenue Estates Architectural Control Committee for approval prior to installation.
- 26.11 Seller is not obligated in any way to revise grading, replace cracked concrete, supply dirt, or perform any other revisions to the lot unless provision of Contract paragraph 10 are invoked.

SELLER INITIALS

BUYER INITIALS

BUYER INITIALS