

N & B Homes Warranty

Addendum to Purchase Agreement

This Addendum to Purchase Agreement applies to the property located at _____

In the City of _____, Texas _____.

Purchaser has reviewed and understands the Ten-Year, limited warranty administered by HOME of Texas and the expansive soils notice. Validation of the Warranty is not guaranteed, but is conditional on the satisfactory completion of any required inspections, upon Seller's compliance with all of HOME'S enrollment procedures, and upon Seller's remaining good standing in the HOME program. Purchaser understands and agrees that if the above warranty is validated, it is provided by the Seller in lieu of all other warranties, verbal agreements or representations to the extent permitted by law; and Seller makes no warranty, express or implied, as to quality, fitness for a particular purpose, merchantability or otherwise, except as is expressly set forth in the program or as required by law. PURCHASER UNDERSTANDS AND AGREES THE WARRANTIES OF ALL APPLIANCES AND OTHER CONSUMER PRODUCTS INSTALLED IN THE HOME ARE THOSE OF THE MANUFACTURER OR SUPPLIER AND SAME ARE ASSIGNED TO PURCHASER, EFFECTIVE ON THE DATE OF CLOSING. In any event, Seller shall not be liable for any personal injury or other consequential or secondary damaged and / or losses, which may arise from or out of any and all defects. Except for purchases of FHA or VA financed homes, Purchaser acknowledges and understands that the Warranty includes a provision requiring that any disputes arising under the Warranty is subject to binding arbitration. Builder will provide a 1-year limited warranty.

Plants, trees, shrubs, lawn sod, hydro-mulch, fence, retaining walls, and barns are not covered by any warranty and are the homeowner's sole responsibility to maintain.

Walls will be insulated with 3 Spray Foam - R13

Ceilings in living areas will be blown with a 5" Spray Foam - R21

When scheduling the closing time for your new home, **please remember that it is upon closing and funding of your loan that you will receive the keys to your home.** Due to policies of the bank that we work with, we are unable to release keys to any homeowners until the bank for N & B Properties, Inc. has received confirmation that the loan has been funded.

Once the papers are signed at the title company, it may take a loan company up to 24 hours to fund the loan. Please schedule your closing to allow the appropriate time for the loan to be funded before scheduling movers or time off from work to move in. Please be assured that it is our desire to get you and your family into your new homes, as quickly as possible.

Remember to have the electricity and water changed from N & B Properties, Inc. into your name before closing on your home. It is your responsibility to notify your utility providers to have the billing transferred from N & B Properties, Inc. **In order to receive the keys to your new home, please confirm that you have had your utilities transferred into your name by emailing your account numbers to warranty@nandbhomes.com.**

IN WITNESS WHEREOF, the acceptance of the conditions stated in this Addendum to Purchase Agreement, and the approval by both parties is given as evidence by the signatures hereto.

Date: _____ By: _____ N & B Properties, Inc. (Seller)

Date: _____ By: _____ (Purchaser)

Date: _____ By: _____ (Purchaser)