

MODEL HOME ADDENDUM

Seller: _____

Buyer: _____

Premises Address: _____

Date: _____

The following additional terms and condition are hereby included as part of the Contract between Seller and Buyer for the above reference Premises. This Model Home Addendum is a part of the "AS IS" ADDENDUM, paragraph F. for the above referenced Premises.

- A. Buyer understands and acknowledges that Seller purchased the Premises from Trend Homes, the builder of the Premises, and then immediately leased the Premises back to Trend Homes to be used by Trend Homes as a model home and/or sales facility. Buyer acknowledges that Seller is not Trend Homes. Buyer acknowledges that the Premises is a re-sale home and NOT a new home. Buyer acknowledges that neither Seller nor Trend Homes is providing ANY new home or re-sale home warranty, except as described in this Model Home Addendum.
- B. The Buyer acknowledges that although the Premises has not been used as a residence, there is a certain amount of wear and use from Trend Homes' customers visiting the Premises.
- C. Buyer is aware and acknowledges that Trend Homes has filed for Bankruptcy under Chapter 11 and that the results, ramifications, resolutions and outcomes of this filing on the Premises, surrounding lots to the Premises, neighborhood, community, HOA and/or other effected property and parties are not known by the Seller. Accordingly, the Seller has made no representations to the Buyer regarding this matter.
- D. The Premises has been constructed with certain options, features and landscaping, along with decorator items (collectively, "Improvements") that are not available to the Seller. In addition, since the date these Improvements were installed there exists the possibility that these Improvements have changed and/or have been discontinued, and, accordingly, the Seller is not responsible for replacement and/or repair of these Improvements.
- E. The Seller agrees to provide the Buyer at the Seller's expense, as described in the Contract, a one-year home warranty that is customary to a re-sale residence.
- F. LANDSCAPING - Trend Homes has installed and maintained various types of trees, shrubs and ground cover. There are no warranties regarding landscaping items. Seller agrees to maintain the landscaping in a diligent manner up to COE. Any necessary replacement or removal of trees, shrubs, plants or grass during the escrow period will be at the sole discretion of the Seller. Replacements need not be restricted to same size or type of landscaping being replaced.
- G. SPRINKLER SYSTEM - Underground sprinkler systems and related devices are the sole responsibility of Buyer after the COE. Any adjustments or changes in the systems after COE are the Buyers responsibility.

- H. LIGHTING – Trend Homes may have attached additional exterior lights for display purposes. Lighting not attached to Premises will be removed at the Seller’s discretion with the electrical capped off.
- I. FENCING – Buyer is purchasing the Premises with the fencing “AS IS”.
- J. HARD FLOOR COVERING AND CARPETING – The Premises received a substantial amount of foot traffic from Trend Homes’ customers that may have resulted in wear, stains, scratches, burns and/or discoloration to the hard floor coverings and carpeting. The carpet will be professionally cleaned prior to COE
- K. In the event that any provision contained in this Model Home Addendum conflicts in whole or in part with any of the terms contained in the “AS IS” ADDENDUM, the provisions of the “AS IS” ADDENDUM shall prevail and the conflicting terms are hereby considered deleted and expressly waived by both Buyer and Seller.

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____