

Addendum to Offer to Purchase and Contract

dated _____

between Fox Hill Farm LLC (“Seller”) and

_____ (“Purchaser”)

Purchaser acknowledges reading, understanding, and signing the accompanying “ADDENDUM TO SALE AGREEMENT: CONSTRUCTION SITE REQUIREMENTS” (hereinafter called the “Construction Addendum”). The Construction Addendum is incorporated into and made a part of this Sale Agreement, and Purchaser agrees to comply with the same.

Purchaser agrees to be bound by the terms, conditions, covenants, easements, and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for FOX HILL FARM, and all amendments thereto, and any other Restrictive Covenants applicable to the Property which are duly recorded in the Office of the Register of Deeds of Orange County, North Carolina.

Purchaser shall automatically become a member in the FOX HILL FARM Master Homeowner Association, Inc. (hereinafter called the “Association”), and covenants that Purchaser shall be bound by the terms of the Articles of Incorporation and Bylaws of the Association, together with the Rules and Regulations (including but not limited to the Community-Wide Standards and Design Review Guidelines for Fox Hill Farm), as currently promulgated by the Association, or as may be amended from time to time. Purchaser acknowledges and agrees that the Association is an intended third-party beneficiary of this Sale Agreement. Purchaser will promptly pay when due all assessments levied, from time to time, by the Association.

_____(SEAL)

Purchaser Signature

_____(SEAL)

Purchaser Signature

CONSTRUCTION SITE REQUIREMENTS

1. The job site will, at all times, be kept in a clean and orderly condition. No materials will be stored or placed in the swale, right-of-way, common or natural areas. Construction debris shall be disposed of in an approved on-site construction dumpster with such construction debris being removed from the dumpster no later than every Friday and/or Holidays. Any construction site refuse which is dumped or tracked onto any easement, street, road, or right-of-way shall be cleaned from such easement, street, road, or right-of-way daily.
2. Construction site access shall be by way of an on-site driveway. This driveway shall be graveled immediately upon beginning site preparation and construction. It shall be maintained with a minimum of 4 inches of gravel for the duration of the construction period.
3. A concrete culvert shall be installed at each driveway where the driveway crosses the ditch line in the right-of-way. The culvert shall be a minimum of 15" ID reinforced concrete pipe at least 20' in length.
4. All excess excavated earth shall be relocated off-site, backfilled, or spread on-site per the Landscape Plan immediately upon completing, but not limited to, all foundation, patio, walkway and driveway work.
5. No signage is permitted on the job site unless required by law and approved in writing by the Association's Design Review Committee. All building permits shall be posted in or on an approved on-site permit box.
6. Construction hours shall be as follows: Monday through Friday, from 7:00 a.m. until 6:00 p.m.; Saturday and Holidays, from 8:00 a.m. until 12:00 noon. Construction work at other times is prohibited.
7. The Builder shall provide in writing to the Association's Design Review Committee, prior to beginning any on-site construction activities, all of the following:
 - A) 24 hour emergency phone number(s),
 - B) Proof of North Carolina General Contractors License,
 - C) Proof of General Liability Insurance (\$1,000,000 Minimum),
 - D) Proof of Worker's Compensation Insurance.
8. No alcoholic beverages or illegal drugs are permitted on job sites.
9. No loud music which could be heard by any neighbor shall be permitted on the job site.
10. Any Buyer, Builder, Builder's Agent, Subcontractor or Employee of the Builder who violates these Construction Site Requirements or any other rules, regulations or requirements of the Association or the Association's Design Review Committee may be removed and prohibited from entering FOX HILL FARM by Seller and/or the Association's Design Review Committee.
11. Construction vehicles shall be prohibited from parking along streets, roads, easements, common areas or any right-of-way in FOX HILL FARM.
12. All vehicles are restricted to a speed limit not to exceed 25 MPH. This is a residential community and speed limits are to be strictly observed.
13. Port-a-johns are required for each construction site and must be located out of normal traffic view and screened.
14. No open fires of any kind, including fires in metal barrels, are allowed on any construction site.
15. No animals of any kind are allowed on any construction site.
16. Firearms are strictly prohibited; no firearms are allowed on any construction site.

Should the Design Review Committee note any infractions of the Fox Hill Farm Covenants, Conditions, and Restrictions, Construction Site Requirements, or other requirements imposed by the DRC, you, as the lot owner, will be given written or email notice and afforded 72 hours after receipt of notice to correct the infraction. If the infraction is not corrected by end of the cure period, a daily fine of \$100.00 will be assessed to you, as the lot owner, until the infraction is corrected. (Adopted by Fox Hill Farm HOA Board of Directors at their February 3, 2016 Meeting.)

Please review these conditions with your builder to ensure they are cognizant of responsibilities to you.

AS A PART OF THIS APPROVAL, THE HOMEOWNER(S) AND BUILDER AGREE TO COMPLY WITH THESE CONSTRUCTION SITE REQUIREMENTS, SUBJECT TO MODIFICATION BY SELLER AND/OR THE ASSOCIATION OR ITS DESIGN REVIEW COMMITTEE.

_____ (SEAL) Date: _____

BUYER

_____ (SEAL) Date: _____

BUYER

_____ (SEAL) Date: _____

BUILDER/CONTRACTOR

BUILDER APPROVAL REQUIRED

As a purchaser at Fox Hill Farm in Hillsborough NC, please be advised that you will need to obtain approval of your desired residential builder from the Design Review Committee of Fox Hill Farm Master Homeowner Association, Inc. The Design Review Committee reserves the right to deny your use of any builder in its discretion. The Design Review Committee may from time to time maintain a list of "pre-approved" builders. You are encouraged to review with the Design Review Committee staff your desired choice for builder as early as possible and if the builder is not currently among the "pre-approved" builders then you should have your builder apply with the Design Review Committee for approval. Also please be sure your builder is aware of the Construction Site Requirements applicable in Fox Hill Farm. The Design Review Committee may in its discretion further impose special requirements for any builder as it deems necessary to protect the interests of the Fox Hill Farm community.

The undersigned purchasers do hereby understand and agree to the provisions above as a condition to their purchase of a Lot in Fox Hill Farm this _____ day of _____, 20__.

_____(SEAL)

Purchaser Signature

_____(SEAL)

Purchaser Signature