

Addendum To The Buy-Sell Agreement  
For Additional Provisions  
Oak Springs Project

This is an addendum to the Buy/Sell Agreement dated \_\_\_\_\_,  
Between Gene Cook and Karl M Cook  
(Seller) and \_\_\_\_\_  
(Buyer) and concerning the following property: Lot    Block    Oak Springs Phase 1,  
Bozeman MT 59715.

Additional provisions: THIS ADDENDUM SHALL SUPERSEDE ANY CONDITIONS WRITTEN IN THE BUY-SELL AGREEMENT.

- 1) Builder to provide a written One Year Builder's warranty to Buyers for materials and workmanship.
- 2) Seller to provide a reduced size set of approved plans to Buyer upon Approval of the City of Bozeman Review and Oak Springs Architectural Review.
- 3) The Earnest Money Deposit will be \$1,500 and will be applied at closing to the purchase price. The Earnest money deposit shall be made payable to Stewart Title. The Earnest Money Deposit becomes non-refundable after the inspection contingency on line 152 has been satisfied.
- 4) Seller reserves the right to extend the specified closing date due to construction delays. This is to include but not be limited to: City of Bozeman and Oak Springs Plan approval and permits, weather delays and/or availability of materials and labor. Notice of extension and revised closing date shall be given 15 calendar days prior to specified closing date on line 43 of the Buy-Sell Agreement. Seller reserves the right to make minor adjustments to plans and specification without purchaser's prior approval.
- 5) Buyer and Builder to complete a walk though of the property at least 48 hours prior to closing. Buyer or Buyers Agent to provide Builder with a punch list for Builders review and approval. All mutually agreed upon items shall be completed prior to closing unless other arrangements are necessary due to availability of sub-contactors or materials.
- 6) Any change orders and/or overages on allowance items shall be paid for in advance by the Buyer(s), prior to installation unless agreed upon by the Seller to increase the overall purchase price. Any upgrade deemed by the Seller to be **“above and beyond general appeal”** shall require full non-refundable payment prior to installation.
- 7) Seller has no advanced knowledge of the presence of radon or mold. However, no habitable properties can be constructed to be completely devoid of mold. A Mold Disclosure Statement will be provided to the Buyer. Buyer accepts Seller has not tested for radon or mold, nor budgeted for such remediation. Buyer agrees to accept property

regardless of radon or mold test results. Seller shall not be responsible for the costs of remediation although would be willing to coordinate remediation at the Buyers expense. Should Buyer have checked lines 131 and 138 of the Buy-Sell they are to be unchecked. Seller encourages Buyers to seek a professional Radon test and Home Inspection for Buyer protection and peace of mind.

8) This property includes a \$3500 landscaping allowance. Seller has deposited \$2000 of which with the Oak Springs HOA as a holdback. Should Buyer choose not to increase the price to include a complete landscape package, Seller shall assign to Buyer the \$2000 holdback and provide Buyer a \$1500 landscape credit at closing. Buyer shall be subject to Oak Springs guidelines in regards recovery of holdback funds.

9) The appliance allowance shall be \$1000 and shall be redeemable at Bozeman TV Cabinet and Appliance. Any additional costs in regards to appliances shall be the Buyer's responsibility and must be prior to delivery unless other arrangements have been agreed upon in writing.

10) Buyer(s) acknowledges that Seller is a licensed Real Estate Agent in the State of Montana.

11) In order to initiate color choices, Buyer to provide Seller with a completed Exhibit A Appliances, Finishes and Color Selections within 15 days of an accepted offer. Changes after the initial 15 day period has expired will be at the Buyers Expense, be provided in writing in the form of and Addendum and be accompanied by a \$50 non-refundable processing fee.

12) Buyer acknowledges that a lighting district is being established for Oak Springs, and will be paid for through a Special Improvements District "SID", and that said SID will not be paid by the Seller. The Lighting District SID payments for the house the Buyer is purchasing will be assumed by the Buyer after closing said house. All lots in the City of Bozeman have an ongoing, perpetual SID's for street and tree maintenance, which will be assumed by the Buyer. It is the Buyer's responsibility to assure themselves of the costs, conditions, and terms of any and all SID payments. The Original Developer of Oak Springs has been required to sign a Wavier of Protest for the creation of future SID's, and the wavier is binding upon all lots and lot owners within Oak Springs. In the event that the Buyer has checked lines 216 and 222 of the Buy-Sell Agreement they are to be unchecked and lines 217 and 223 are to be checked.

13) Buyer or Buyers agent is to contact a title company within 2 business days of an accepted agreement and request the Final Approved Covenants, Conditions and Restrictions ("CC&R's") for Oak Springs as well as a plat map. Buyer shall then have 15 Calendar days to review. Should Buyer have checked line 125 of the Buy-Sell Agreement regarding "**Review and Approval of Protective Covenants**" this contingency shall be lifted on the 16th calendar day of an accepted offer should Buyer bring no written objection by the 15th day.

15) Buyer is to provide to Seller at the time of this Addendum a Pre Approval Letter from Buyer's choice of Lender. Pre-Approval letter is to be subject only to appraisal and clear title of the property. Line 76 of the Buy-Sell Agreement shall be then read "Pre-Approved" regardless of what is written on line 76 of the Buy-Sell Agreement.

Selling Agent \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller *Ree G Cool* Date *5/29/07*

Seller *Kurt Cool* Date *7/29/07.*