

ADDENDUM TO RESIDENTIAL CONTRACT OF PURCHASE

This Addendum, made this ___ day of _____, 2014, by and among **CITIZEN 6, LLC**, a Virginia limited liability company (“Seller”), _____ (“Purchaser”), **ONE SOUTH REALTY GROUOP, LLC** (“Listing Company”) and _____ (“Selling Company”) recites and provides as follows:

Recitals:

- A. Seller, Purchaser, Listing Company and Selling Company, if any, entered into that certain Residential Contract of Purchase (the “Contract”), dated of even date herewith, for the purchase and sale of the real property described therein and known as _____ Floyd Avenue (the “Property”).
- B. Seller, Purchaser, Listing Company and Selling Company, if any, desire to amend and supplement the Contract as provided herein.

Agreement:

Now therefore, for and in consideration of the mutual covenants contained herein and one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

- A. **Special Use Permit**. All six Lots and the Parking Area (the “Project”) are the subject of an application for special use permit which is expected to result in the issuance of a special use permit (“Special Use Permit”) in form substantially similar to the Ordinance attached hereto as **Exhibit “A”**.
- B. **Survey**. The Survey attached here to as **Exhibit “B”** (“Survey”) is a draft survey which shows the intended boundary lines of all six Lots and the Parking Area, a portion of which comprise the Property which is the subject of the Contract. The Survey is subject to review, revision and approval by the City of Richmond in connection with the Approval of the SUP.
- C. **Restrictive Covenants**. The Seller intends to subject all six Lots and the Parking Area to the terms of the Declaration of Covenants, Conditions, Restrictions and Easements (“Declaration”) to enhance the coordinated use and maintenance of the Project which Declaration shall be in substantially the form attached hereto as **Exhibit “C”**.
- D. **Plans and Specifications**. The single-family, attached home which Seller agrees to construct on the Property shall be built in compliance with the Plans and Specifications attached hereto as **Exhibit “D”**.

- E. **Floor Plans and Elevation**. The single-family, attached home which Seller agrees to construct on the Property shall be built in compliance with the Floor Plans and Elevations attached hereto as **Exhibit “E”**.
- F. **Seller Contingency**. Seller’s obligation to close shall be contingent upon Seller obtaining approval of the Special Use Permit and the approval of the Subdivision of the Project as shown on the Survey. If Seller has not removed this contingency in writing on or before April 30, 2014, then Purchaser, at Purchaser’s option shall have ten (10) days to (i) terminate the Contract or (ii) amend the Contract to provide for a mutually agreeable extension of the date for removal of the Seller contingency.
- G. **New Home Warranty**. Seller shall provide the warranties set forth in Virginia Code Section 55-70.1 with respect to the single-family, attached home to be constructed on the Property. In lieu of any warranties extending beyond one (1) year from the date of Closing, Seller reserves the right to purchase an extended home warranty plan for Purchaser, at Seller’s expense, which plan shall provide the same or greater coverage to Purchaser than those warranties set forth in Virginia Code Section 55-70.1.

[Signatures on following page]

Witness the following signatures,

Seller:

Citizen 6, LLC

A Virginia limited liability company

By: _____

Purchaser(s):

Listing Company:

One South Realty Group, LLC

A Virginia limited liability

By: _____

Selling Company:

By: _____