

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

**STATE OF NEBRASKA, ex rel.
DOUGLAS J. PETERSON, ATTORNEY
GENERAL,**

Plaintiff,

v.

CELEBRITY HOMES, INC.,

Defendant.

Case No: CI 20 - _____

COMPLAINT

COMES NOW, the State of Nebraska, ex rel. Douglas J. Peterson, Nebraska Attorney General, by and through the undersigned Assistant Attorney General (hereinafter "Attorney General", "State", or "Plaintiff"), and brings this action against Defendant Celebrity Homes, Inc. (hereinafter "Defendant") for violating the Consumer Protection Act, Neb. Rev. Stat. § 59-1601 et seq. (hereinafter "Consumer Protection Act" or "CPA") by engaging in conduct prohibited under the Consumer Review Fairness Act of 2016, 15 U.S.C. § 45b (hereinafter "Consumer Review Fairness Act" or "CRFA").

INTRODUCTION

1. The Attorney General brings this action pursuant to the Consumer Protection Act to protect the public and pursuant to his statutory and common law authority, powers, and duties.

2. The Attorney General has cause to believe that Defendant has violated the Consumer Protection Act by engaging in conduct prohibited under the Consumer Review Fairness Act.

PARTIES

3. Plaintiff is the State of Nebraska, ex rel. Douglas J. Peterson, Nebraska Attorney General. Pursuant to Neb. Rev. Stat. § 59-1608 of the CPA, the Attorney General may initiate civil law enforcement proceedings in the name of the State to enjoin violations of the CPA and secure such equitable and other relief as may be appropriate in each case.

4. Defendant, Celebrity Homes, Inc., is a Nebraska corporation with its principal place of business at 1809 S. 189th Street, Omaha, NE 68130. At all times relevant hereto, Defendant was and continues to engage in trade or commerce in the state of Nebraska by offering and selling custom homes both within Nebraska and to Nebraska consumers.

JURISDICTION AND VENUE

5. The District Court of Lancaster County has jurisdiction over Defendant and the subject matter of this action pursuant to Neb. Rev. Stat. § 59-1608 because Defendant has transacted business within the State of Nebraska at all times relevant to this Complaint.

6. Venue for this action properly lies in the District Court of Lancaster County pursuant to Neb. Rev. Stat. § 59-1608.01.

FACTUAL ALLEGATIONS

7. The Consumer Protection Act, Neb. Rev. Stat. § 59-1602, prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

8. The Consumer Review Fairness Act, 15 U.S.C. § 45b, was enacted on December 14, 2016.

9. As of March 14, 2017, Section 2(b) of the CRFA renders void, and Section 2(c) of the CRFA prohibits the offering of, form contracts containing a provision that: prohibits or restricts individual consumers' ability to communicate reviews, performance assessments, and similar analysis about a seller's goods, services, or conduct; or that imposes a penalty or fee against individual consumers who engage in such communications. 15 U.S.C. §§ 45b(a)(2), 45b(b)(1), 45b(c), and 45b(i)(1).

10. Congress empowered the FTC and the states to enforce the CRFA with respect to contracts in effect on or after December 14, 2017. 15 U.S.C. § 45b(i)(2).

11. A violation of Section 2(c) of the CRFA is an unfair trade practice. 15 U.S.C. §§ 45b(c) and 45b(d)(1).

12. The instant action was commenced following an investigation of Defendant by the Attorney General regarding Defendant's inclusion of certain review-limiting provisions in consumer contracts.

13. Defendant has offered, in the course of selling and constructing custom homes, form contracts to prospective customers that contained the following provision in the "LIMITATION OF CLAIMS / WAIVER OF SOCIAL MEDIA COMPLAINTS" paragraph:

All parties further agree to waive any right whatsoever to post complaints, derogatory narratives, uncomplimentary descriptions or otherwise on any social media or internet platform such as Facebook, Yelp, BBB, etc. and the parties further agree this provision is a material term. This provision shall survive closing.

14. Attached as Exhibit A is an exemplar of Defendant's form contract, entitled "Purchase Agreement" (with the purchaser's personal information redacted), that contains the

aforementioned “LIMITATION OF CLAIMS / WAIVER OF SOCIAL MEDIA COMPLAINTS” paragraph.

15. Defendant began offering this form contract in March 2018.

16. Defendant included the aforementioned “LIMITATION OF CLAIMS / WAIVER OF SOCIAL MEDIA COMPLAINTS” paragraph in at least 768 contracts since March 2018.

COUNT I:
VIOLATIONS OF THE CONSUMER PROTECTION ACT,
NEB. REV. STAT. § 59-1601 ET SEQ.

17. The State re-alleges and incorporates by reference all of the factual allegations contained in the preceding paragraphs, as though fully set forth herein.

18. An unfair trade practice is one that either (1) is immoral, unethical, oppressive, or unscrupulous, or (2) falls within some common law, statutory, or other established concept of unfairness.

19. In numerous instances, as described in Paragraphs 13-16 of this Complaint, Defendant offered, in the course of selling its goods or services, form contracts that contained a provision barring or restricting the ability of consumers purchasing Defendant's custom homes from engaging in reviews, performance assessments, and similar analysis of Defendant's goods, services, or conduct.

20. As described above and without limitation, Defendant's acts or practices violate Section 2(c) of the CRFA, 15 U.S.C. § 45b(c), and are therefore unfair trade practices.

21. As described above and without limitation, Defendant's acts or practices constitute unfair acts or practices in the conduct of any trade or commerce in violation of Neb. Rev. Stat. § 59-1602.

22. Each and every contract offered by Defendant containing a provision that bars or restricts the ability of a consumer to engage in reviews, performance assessments, and similar analysis of Defendant's goods, services or conduct constitutes a separate and independent violation of the Consumer Protection Act.

PRAYER FOR RELIEF

WHEREFORE, the State respectfully requests this Court:

A. Permanently enjoin Defendant, its agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with Defendant, pursuant to Neb. Rev. Stat. § 59-1608, from engaging in conduct described in this Complaint to be in violation of the Consumer Protection Act;

B. Permanently enjoin Defendant, its agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with Defendant, pursuant to Neb. Rev. Stat. § 59-1608, from violating the Consumer Protection Act and any amendments thereto;

C. Grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendant's violations of the CPA, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies;

D. Order Defendant to pay the State a civil penalty in the amount of two thousand (\$2,000.00) dollars per violation, pursuant Neb. Rev. Stat. § 59-1614, for each and every violation of the Consumer Protection Act;

E. Order Defendant to pay the State's costs and attorneys fees in this matter, pursuant to Neb. Rev. Stat. § 59-1608; and

A. Grant such further relief as the Court may deem just and appropriate.

Respectfully submitted this 17th day of September, 2020.

BY: Douglas J. Peterson, #18146
Attorney General of Nebraska

BY: /s/ Michaela J. Lutz
Michaela J. Lutz, #26826
Assistant Attorney General
Office of the Nebraska Attorney General
2115 State Capitol
Lincoln, NE 68509-8920
(402) 471-1928
michaela.lutz@nebraska.gov

Counsel for Plaintiff


lifestyle
 VILLAS & TOWNHOMES

beginnings
 A GREAT PLACE TO START

advantage
 YOUR NEXT MOVE

designer
 INSPIRED LIVING

Purchase Agreement Information

Celebrity Agent: David Lee

Date of Contract: 3/30/2018

(Use Pull Down)

12:36 PM

Lender WILL require deposit at time of Loan Application
New Home Buyer Information

First Name: Caren

Last Name: [REDACTED]

First Name: William

Last Name: [REDACTED]

Existing

Home

Status: OWN-NO NEED TO SELL

Current Address: [REDACTED]

City: [REDACTED]

State: [REDACTED]

Zip: [REDACTED]

Home Phone (1): [REDACTED]

Work Phone (1): na

Email Address: [REDACTED]

Home Phone (2): [REDACTED]

Work Phone (2): [REDACTED]

Email Address: [REDACTED]

Names on Deed [REDACTED]

Taking Title As: JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Marital Status: [REDACTED]

Lender Information (If applicable)

Loan Company: Wells Fargo

Loan Officer: Dave Clauson

Loan Company Address: 1101 Galvin Road South

City: Bellevue

State: NE

Zip: 68005

Office Phone: 402-682-6430

Cell/Direct#: 402-960-9060

Fax: [REDACTED]

Loan Interview Date: 4/2/2018

Interview Time: 1:00 PM

Preferred Lender

Insurance Contribution: \$995

MUST BE PREFERRED LENDER
Registration Information

Initial Registration Date: 3/30/2018

Realtor Information (If applicable)

Date Of Registration: 3/30/2018

Co-op Company: Berkshire Hathaway

Office #: 4300

Co-op Associate: Christine Novotny

Agent#: 967505

Co-op Address: 331

City: Omaha

State: NE

Zip: 68118

Email Address: christine.novotny@bhhsamb.com



Contract Addendum Information Form

Stage of Construction/Finance Information

SALE TYPE: SPEC
STAGE: LOT

*Estimated Dates may vary with added features
such as finished basement, wood floors, etc.

Est Closing Date: From 10/11/18 to 1/9/19 *

(Only an Estimate FOR MLS PURPOSES! DO NOT PROMISE THIS, OR ANY DATE, TO BUYER)

FINANCE	CONV	INTEREST RATE	4.55%
Earnest Money Deposit Total:	\$2,000		
Earnest Money @ Contract:	\$2,000		
Spell Out Dollar Amount Rec'd:	TWO THOUSAND		
Check Number:	[REDACTED]		
Earnest Money in 30 Days:	\$0		
Non Refundable Deposit:	\$0		

Community Information

Community:	WOOD VALLEY WEST	
Model :	VISTA	REQUIRED
Elevation:	C	Lot Type: Interior Lot
Lot #:	[REDACTED]	
Job #	1212-VE	
Cabinet / Trim & Door	Selected at Contract	
Property Address:	[REDACTED]	
City:	OMAHA	Zip Code: 68007
County:	DOUGLAS	
Move In Orientation Rep:	Dave Holub	
Monthly Association Dues:	[REDACTED] (Townhome / Villa ONLY)	

Buyer acknowledges the above information is accurate and correct.

Carmen [REDACTED] 3/30/18
Buyer Signature

William [REDACTED] 3/30/18
Buyer Signature

David Lee 3/30/18
Sales Representative Signature

EMAIL TO:DocuSign Envelope ID: 03624680-49B3-45BD-B7D5-4D475028A22D
1. Celebrity Sales Group

2a. Preferred Lender

and / or

2b. Non-Preferred Lender

Sales Information Form

Sales Representative:

David Lee

Date Entered:

3/30/2018

Time:

12:36:07 PM

Contract Submitted to Celebrity By:

3/31/2018

Community: <u>WOOD VALLEY WEST</u>	Seller/Lender to pay the following closing costs: appraisal, credit
Job#: <u>1212-VE</u>	report(s), flood insurance cert, title insurance, recording fees,
Model: <u>VISTA</u> <u>C</u>	1st years homeowners ins(allowance), revenue stamps, final
Lot# <u>[REDACTED]</u>	inspections & closing fee(Nebraska Title Only), Transfer Tax
Purchase Price: <u>\$204,000</u>	Initial Earnest Money Deposit: <u>\$2,000</u>
Proposed Financing: <u>CONV</u>	Add'l EMD: <u>\$0</u>
Property Address: <u>[REDACTED]</u>	Construction Stage: <u>LOT</u>
City: <u>OMAHA</u>	Est. Completion: <u>10/11/18</u> to <u>1/9/19</u>
Zip Code: <u>68007</u>	(only an estimate ALWAYS confirm with Sales Representative)

Buyer(s) Name: <u>Caren L. & William H. [REDACTED]</u>	
Home Phone <u>[REDACTED]</u>	Existing Housing
Work Phone <u>na</u>	<u>OWN-NO NEED TO SELL</u>
Loan Officer to contact buyer upon receiving this report to verify Loan Interview Appointment *	

Coop Company: <u>Berkshire Hathaway</u>
Coop Agent: <u>Christine Novotny</u>

Loan Company: <u>Wells Fargo</u>	Loan Officer: <u>Dave Clauson</u>
Lender Contact #: <u>402-682-6430</u>	
Loan Interview	
Date: <u>4/2/2018</u>	Time: <u>1:00 PM</u>
* Loan Officer to contact buyer upon receiving this report to verify Loan Interview Appointment*	

Celebrity Agent,
David Lee
to Disburse this Form to:

AND

Subject: SALES REPORT -MUST BE PREFERRED LENDER 14565 Wyoming St

Celebrity Home Sales Group

Subject: SALES REPORT -

Lender Group (example: Lender Group ABC Mort - Jane Smith)

MUST BE PREFERRED LENDER 14565 Wyoming St

OR

Subject: SALES REPORT -

Outside Lender

MUST BE PREFERRED LENDER 14565 Wyoming St

Loan Officer email address: _____

(include Shawn & Christine on email)

**Send two
separate emails**

One to

Celebrity Sales Group

Other To Lender Group

Contract Addendum

Real Estate Co: Berkshire Hathaway
 Co-op Sales Agent: Christine Novotny
 Agent email: christine.novotny@bhhsaml

Office # 4300
 Agent# 967505

Celebrity Representative: David Lee

Construction: _____
 Lot Type: Interior Lot

New Home Address	Lot #	Community	Sale Type	Stage	Finance	Existing Housing
		<u>WOOD VALLEY WEST</u>	SPEC	LOT	CONV	OWN-NO NEED TO SELL
Buyer's Name		Work #	Kitchen Appliance Color: <u>Stainless Steel</u>			
<u>Caren</u>		Home#	Kitchen Countertop: <u>Pre-formed laminate countertops-Kitchen</u>			
	email		Master Bath Countertop: <u>Pre-formed laminate countertops-All bath vanity</u>			
Buyer's Name		Work #	Trim/Style: <u>Cream</u> <u>Corvado</u>			
<u>William</u>		Home #	Cabinet: <u>Benton 5 pc-Flagstone</u>			
	email		Rail: <u>Flagstone</u>			
			Fireplace Finish: <u>Quartz/Ceramic Tile Face-STD</u>			
			Flooring: _____			
			Sprinkler: <u>Sprinkler System-Standard Lot</u>			

Model Style: VISTA

as of

Elevation: C **BASE PRICE/PACKAGED PRICE** 3/30/2018

\$193,900

STANDARD FEATURES**ELEVATION "A" IS STANDARD****HOME SITE**

Quality home site

APPLIANCES

Lifestyle, New Beginnings, Advantage homes - full appliance package includes top mount freezer refrigerator and laundry
 Choice of stainless steel or black appliances (washer and dryer always white)
 Designer homes - upgraded kitchen appliances includes side-by-side refrigerator and laundry
 Choice of stainless steel or slate appliances (washer and dryer always white)

BASEMENT ROUGH-INS

1/2 Bath rough-in standard in Vista, Santee, Austin
 3/4 Bath rough-in standard in all ranches and 2-stories (except noted above)

BLINDS

Beige Blinds are included in all window locations except unfinished basement areas, front door, hinged patio door, window above or beside front door and following specific locations: Seville - over stairwell, top of stairs;
 Sterling - upper window in stairwell, top of stairs, laundry room; Bradford - top of stairs
 Kingston - side of dining, laundry; Manchester - top of stairs, drop zone; Del Ray, Weston - transom in master;
 Bentley - side of flex, drop zone; Dayton DLX and Patio, Brantley Patio - side of dining; Preston - laundry, side of dining
 Bradley - front upper stairwell; Kendall - over stairwell

CABINETS

Newberry cabinets in Aspen, Linden, Carlton, Hampton
 Sinclair, Camden, Camden Rustic Birch, Ellis, Benton 5 pc Stain cabinets in Vista, Santee, Del Ray and Lifestyle/Advantage Homes
 Camden, Camden Rustic Birch, Ellis, Benton 5 pc Stain, Bridgeport Stain, Lexington Stain cabinets in Designer homes

COUNTERTOPS

Pre-formed laminate kitchen countertops and vanity tops

KITCHEN BACKSPLASH

Kitchen 1 color, 1/2 bath 1 color, master 1 color, main and optional basement bath 1 color
 Ceramic Tile backsplash in Designer homes and Brantley Patio
 4" integral laminate backsplash or 4" set on backsplash (unless ceramic style) if granite/quartz selected.

DECK

Deck or patio per plan

DROP ZONE

Vertical balusters on deck standard in Bellevue and on Designer, Lifestyle homes

FINISHED BASEMENTS

Drop zone including white rail with hooks and white storage with laminate top below - standard in Designer homes

FIXTURES / HARDWARE

Multi-Levels - Finished basement (family room in Del Ray, Weston, Hampton) is standard

FIREPLACE

Brushed nickel light fixtures and door hardware - decorator light fixture package specific to each home style
 Standard in all homes Quartz fireplace face /Ceramic Tile(12x24) OR Stone Appearance Tile(6x24) fireplace face
 Wood mantel (matches rail color) in Designer Homes

FLOORING

Celebrity standard carpet and vinyl

GARAGE

Full size two car garage (three car on Danbury, Manchester, Bentley) with one garage door opener and remote

MIRRORS

Wood framed mirror(s) in master bath of Designer homes and in main floor 1/2 bath
 of Bradford, Manchester, Bentley. Plate glass mirrors all other locations

PLUMBING FIXTURES

Stainless steel pull-out kitchen faucet in Designer homes
 Stainless steel kitchen faucet in all other homes
 Two-handle chrome bath faucets master bath Designer homes
 Chrome bath fixtures in all homes
 Brushed nickel clear glass frameless shower door in master bath of Designer homes and Brantley Patio
 Chrome obscure glass framed shower door in master bath of Lifestyle, New Beginnings and Advantage homes

TRIM

Summer Beige trim with 2 panel doors (Classique or Corvado)
 White trim with 2 panel doors (Classique or Corvado)
 Cream trim with 2 panel doors (Classique or Corvado)
 Taller base/wider casing in public areas and master bedroom/bath of Designer homes and Brantley Patio
 Windows to be Beige in color.

WINDOWS

Buyer(s) Initials 3/30/2018

**Base Price or Packaged Price:**

Price As Of: **VISTA** **Friday, March 30, 2018** **\$193,900**

Exterior

Elevation: **C** **\$1,000**
 Home Site: **Premium Home Site** **\$5,000**

Interior Selections

Door Style: **Corvado**
 Trim Color: **Cream**
 Interior Paint Selection: **Standard Kilim Beige Walls & Ceilings** **Included!**
 Whole House Paint Color: **SHOW ONLY IF PRE-SELECTED BY CELEBRITY HOMES**
 Buyer acknowledges that if appraisal does not allow for such allowance, buyer to pay outside of contract
 Standard & Custom Selection: ceilings/closets/pantry/linens Kilim Beige. Final Selections MUST BE MADE in a timely manner.
 Interior Fixtures: **Brushed Nickel light fixtures and door hardware-STD** **Included!**
 Hand Rail Selection: **Flagstone**
 Cannot be painted
 Fireplace Selection: **Quartz/Ceramic Tile Face-STD** **Included!**

Kitchen / Countertops

Cabinet Selection: **Benton 5 pc-Flagstone** **Included!**
 Countertop Selection
 Kitchen Selection: **Pre-formed laminate countertops-Kitchen** **Included!**
 Quartz kitchen countertops includes stainless steel sink (4" set on backsplash unless full backs included)
 All Baths Selection: **Pre-formed laminate countertops-All bath vanity tops** **Included!**
 Vanities- 1/2 bath 1 color, master 1 color, master 1 color, main & optional basement 1 color
 Backsplash Selection: **4" set on backsplash-STD** **Included!**

Appliances

Appliance Color Selection: **Stainless Steel**
 Appliance Upgrade Package: [REDACTED]
 Appliance Delete Package: [REDACTED]
 Gas Range Package: [REDACTED]

Interior Features

Den / Main Lvl Suite Option: [REDACTED]
 Drop Zone In Advantage: [REDACTED]
 Trim Upgrade: [REDACTED]

Flooring Packages

Wood / Ceramic Flooring Package: [REDACTED]
 Requires additional \$2k non-refundable deposit.
 Verified loan approval required prior to installation of wood/ceramic floors
 Wood at Main Level: [REDACTED]
 Requires "Wood/Ceramic Flooring Package" Option Above
 Adjustment Selecting Wd Flrs at TRIM Stage: [REDACTED]
 Vinyl and Dining Room: **Vinyl dining area** **\$800**
 Not available after Trim Stage

Finished Basement Packages

Two Stories and Ranches: [REDACTED]
 Requires additional \$2k to \$6k non-refundable deposit.
 Available only on walkouts or with NON-Walkout Window Package. (See Window Packages)


Extended Garage Packages

Front Garage Extensions (2ft & 4ft):
 Option on 2 car garage only. Available with Bradley, Concord elev "A" & "B", Kendall, Kingston, Preston, Shelby & Sheridan. Lot depth verified by Sales Representative.

Side Garage Extensions (2ft):
 Option on 2 car garage only. Available with Bradford, Cambridge, Seville, and Sterling.

Third Car Garage Package:
 Available at Pre-Sale or as Selected by Celebrity Homes
 Requires additional \$2k non-refundable deposit. (not applicable if pre-selected by Celebrity Homes)

Deck Packages

Deck Package:
 Deck placed in lieu of patio

Partial Covered Deck/Patio Packages:
 Pre-Sale Cambridge & Kendall Designs ONLY

Vertical Baluster Package: **Vertical Balusters on Deck** **\$500**
 As may be required. Standard on all homes in Bellevue, Lifestyle and Designer Series

Walkout Bsmt / Window Packages

Walkout Basement Package:
 As may be required.

Additional Basement Window:

Security - Audio

Security System:
 Security System includes front door, door to garage, patio door and walkout door sensors, motion detector and keypad with 2 way voice. Three months free monitoring included with land line phone (Cellular or IP monitoring additional charge)

Surround Sound Prewire: **UNITS**
 Pre-wire only for 5 or 7 speaker surround sound

Multi Room Audio Prewire:
 Pre-wire only for keypad/volume and 2 speakers per room

Stand Alone TV Prewire:
 Wired remotely locate electronic components separate from TV. Electronics located up to 35' away wired with two high speed HDMI plus a 4 wire pair for miscellaneous use and wall plates/grommet
LOCATION OF SPEAKER PREWIRE / PROPOSED TV PLACEMENT PER ATTACHED DET.

Underground Sprinkler System

Underground Sprinkler System: **Sprinkler System-Standard Lot** **\$2,800**
 Estimated Lot SF, estimated by Sales Rep: **6800**

Additional Items:

Total New Home Purchase Price: \$204,000
FINAL Interior Color Selections

Buyer acknowledges that interior color selections must be made and finalized no later than 15 days after contract is written. (unless Designer Pkg selected) If selections exceed standard allowances, buyer to pay difference to Celebrity Homes Inc upon finalizing selections. Funds to be submitted via Cash Item Addendum.

Scheduling Closing Date & Time

Due to scheduling of trades and vendors, Seller is to schedule Move-In-Orientation & Closing Date and Time. Any delay in Closing after scheduled could result in Seller terminating Purchase Contract and/or a \$50 "Delay Charge" for each day delayed. Homes at Finish stage will close approximately 45 days from initial contract date.

FOR THE TERMS ON THIS ADDENDUM TO BE VALID SIGNATURES OF BOTH
 BUYER & CELEBRITY HOMES, INC. MUST APPEAR ON THIS FORM

Contract Date: **3/30/2018**

William **3/30/2018**

ACCEPTANCE FOR CELEBRITY HOMES, INC.

Leann Johnson

4/3/2018

3/27/2018

Date Accepted

Buyer(s) Initials 3/30/2018

Buyer(s) Initials 3/30/2018

Buyer(s) Initials 3/30/2018

To: Celebrity Homes, Inc (herein called the "Seller")

PURCHASE CONTRACT

PROPERTY SPECIFICS: The undersigned hereinafter called Buyer, whether one or more, hereby agrees to purchase and the seller agrees to sell the following described property: **LEGAL:**

Lot # [REDACTED] Subdivision: **WOOD VALLEY WEST**, as surveyed, platted and recorded in the
 county of: **DOUGLAS**, Nebraska. ADDRESS: [REDACTED], city of: **OMAHA** **68007**
 together with a home to be built thereon by Seller according to Seller's plan and specifications. Buyer Agrees to purchase, and close on, the:
VISTA house style. (Utility Companies, school district, and post office may use different zip code than legal)

PRICE AND TERMS:**Financing:****CONV**

Purchase price to be: **\$204,000**. The earnest deposit is to be paid as follows: An earnest deposit in the total
 amount of: **\$2,000** shall be paid (buyer and seller acknowledge financing method may be altered, as directed by lender, and
 disclosed to buyer)
\$2,000 due upon execution of contract by seller. (if at frame stage, or beyond, total earnest deposit must be submitted)
\$0 additional amount within 30 days.
 Total earnest money to be received by: **4/29/2018**

ADDITIONAL EARNEST MONEY DEPOSIT: Funds may be required if Lender determines **GIFT FUNDS** are needed to obtain financing.

DEPOSITS: All deposits to be applied to purchase price at closing unless otherwise stated herein. Buyer agrees to pay the balance in cash or certified funds at closing. Seller will not decrease the price contained within this purchase contract at anytime, for any reason following purchase contract acceptance by seller.

INSURANCE: If preferred lender is used for the mortgage, an allowance up to: **\$ 995.00** will be paid toward 1st year homeowners insurance paid at closing. (Included in Seller's Contribution to Closing Costs)

SELLER DISCLOSURES: Seller shall convey said property to Buyer by warranty deed subject to all building and use restrictions, utility easements abutting the boundary of the Property, and covenants of record as the date of closing. If Seller is unable to provide marketable title, this contract shall be terminated and all earnest money refunded.

CLOSING COSTS: Seller reserves the right to cancel this contract in the event Seller/Lender is required to pay any costs other than described below. Buyer shall pay customary buyer prepaids and, any application deposits, loan origination, discount points or extended rate locks as initiated by buyer.

Must acknowledge ONE

☒ If Preferred lender is used for mortgage, Seller/Lender to pay the following closing costs: appraisal, credit report(s), flood insurance certificate, title insurance, recording fees, 1st years homeowners insurance (up to allowance), revenue stamps, final inspections and closing fee (Nebraska Title Co. only)
☐ If non-preferred lender is used for mortgage, Seller to pay the following closing costs: 1/2 title insurance, revenue stamps and Seller closing fee. Title/Escrow Company to be Nebraska Title Company only. **Initial earnest money deposit is non refundable.**
☐ If a cash sale, Seller to pay the following costs: all title insurance, revenue stamps, recording fees and Seller closing fee (Nebraska Title Company only). **Initial earnest money deposit is non refundable.** Typical items delayed due to weather/scheduling shall not delay closing.

NON -REFUNDABLE DEPOSIT: Deviations / CASH SALE / Non-preferred lender: **\$0** deposit, which will become non-refundable upon contract acceptance. Buyers agree to forfeit all monies paid by earnest deposits and/or addendums should the purchase not close. Seller may, at its option, elect to enforce specific performance or pursue actual damages (see below). Non-Refundable Earnest Money Deposit may apply to purchase price should appraised value not meet agreed upon purchase price.

CASH ADDENDUMS: Any addendums to contract, other than those accompanying this contract, shall be paid at the time the addendum is submitted. Adjustments to Purchase Price may be submitted to local assessors office.

FHA AMENDATORY CLAUSE AND CERTIFICATION: It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD, FHA, or VA requirements a written statement by Federal Housing Commission, Veterans Administration, A Direct Endorsement lender setting forth the appraised value of the property of not less than **\$204,000**

The buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is used to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The buyer should satisfy himself/herself that the price and condition of the property are acceptable. Seller, Buyer and Broker involved in this transaction each certify that the terms of the contract for purchase are true to our best knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to this purchase contract.

VA ESCAPE CLAUSE: It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described here, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by "VA".

TAXES AND ASSESSMENTS: Any special assessments for improvements completed prior to the date of closing shall be paid by Seller when assessed. Any refunds for the cost of utilities, which were specially assessed and paid by Seller, shall be the property of Seller. Real estate taxes **which may become delinquent** during the closing year shall be prorated to the date of closing. All subsequent real estate taxes shall be the responsibility of the Buyer. All prior real estate taxes shall be paid by Seller. Neither Seller nor its agent(s) make or give any representation as to when a newly constructed home will become fully assessed or what the future assessed value may be. Buyer should contact the county assessor for information. This provision shall survive closing.

ESCROWS: In the event that weather conditions delay completion of exterior items (landscaping, exterior concrete, driveways, final grading and/or exterior painting) and/or back-orders, change orders, or other causes delay completion of interior items completion of such items will occur as soon as the weather/scheduling, other causes and construction schedules permit. **If required by the lender**, the cost of the completing said items may be escrowed from the closing proceeds, and the parties shall sign an Escrow Agreement acceptable to Seller. Buyer agrees to close as scheduled by Seller regardless of delay in completion of work. Completion priority shall be, the best of the Seller's ability, in the order of move-in. Buyer agrees not to impede or obstruct Seller's efforts in finalizing escrowed items.

MODEL HOMES: Model homes, if any, and any advertising or promotional materials used or displayed by Seller are for display purposes only and do not form any basis of this agreement between the parties or any other. Buyer understands and agrees that Seller may maintain model homes in the subdivision so long as Seller determines a need. This provision shall survive closing.

Agreement Date: **3/30/2018**Buyer(s) Initials **3/30/2018**

NON-PERFORMANCE: If this contract is contingent upon financing and any portion of closing funds are coming from a loan, Buyer agrees to make application for said loan with **five (5) days** of this offer. Buyer agrees to sign any and all loan papers required by said lender. Acceptable loan commitment must be obtained within **fifteen (15) days** of the date of contract. If Buyer does not qualify for said loan either within, or before/after, said time frame then all earnest monies less Seller's expenses which includes, but is not limited to, a Seller Administrative fee of \$300, will be refunded. If said loan is approved, the Buyer agrees after completion of construction to close said loan upon demand of Seller, subject only to lender-required escrows, if any. In the event of refusal or failure of Buyer to consummate the purchase, all earnest monies may be retained as liquidated damages for failure to perform as agreed or Seller may at its agreement or actual damages. Interior selections to be finalized within **fifteen (15) days** of the date of contract, as to not delay construction scheduling. If acceptable loan commitment is not received by Celebrity Homes within **fifteen (15) days**, seller, at their sole discretion, may extend time period accordingly. Buyer to be notified.

CONTRACTUAL CONDITIONS: Substantial completion of construction shall not exceed six (6) months from the start of framing. If Seller is unable to perform hereunder for any reason, then either Seller or Buyer may cancel this contract upon written notice. The Seller, at its sole option, may also cancel this contract and return all money paid hereunder, in the event delays in construction are caused by any of the following: acts of arbitration, fires, strikes, legal acts of public authorities, delays by public or private carriers, acts of God, shortages of labor or material, any causes beyond the control of Seller; and any acts of Buyers or their agents. Should Seller cancel, the earnest monies, less any seller or lender incurred costs and prepaid items (but not any labor or materials furnished under any subcontract, work agreement or otherwise) shall be refunded to Buyer. Should Buyer cancel, Seller shall not be required to refund any money previously paid by Buyer including but not limited to earnest monies and prepaid items (including any labor or materials furnished under any subcontract work agreement or otherwise). Should Buyer initiate any change orders for variances from the original plans and specifications, Seller may, at its option, extend the completion date to one hundred eighty (180) working days from the date of last change order. Possession of the property shall be given upon closing unless the Seller gives the right of pre-occupancy, upon execution of an Early Occupancy Agreement. The terms of which shall take precedence should a conflict in contract documents arise and shall include among other things that the Buyer pays a per diem sum monthly, in advance, which per diem shall be prorated to the date of closing. Otherwise as provided herein, Buyers shall not occupy or temporarily store any personal property in the home or on the property. Closing shall take place as scheduled by Seller. Prior to closing, Seller shall notify the Buyer that the house is substantially completed. Should Buyer breach any terms hereof, fails to pay the purchase price, closing costs, execute the mortgage note, if applicable, or other documents in the manner specified and required by the Seller and/or Lender, then Seller may, at its sole option, retain any and all money previously paid by Buyer including but not limited to earnest monies and prepaid items (including labor or materials previously furnished under any subcontract, work agreement or otherwise) as partial liquidated damages hereunder, without prejudice to Seller's right to any other remedy of law or equity to enforce performance of this contract, or for damages for breach thereof. In the alternative, Seller may at its sole discretion, allow an extension of said five (5) days notice to close; provided that Buyer shall pay to Seller at closing a daily per diem to be set by Seller for each day of the extension period.

FENCE AND TREE DISCLOSURE: Any fence constructed or erected and/or tree(s) provided by the Seller shall be the responsibility of the subsequent owner(s) of such lot. Such owner shall, at their expense, maintain and keep such fence in good order and repair and replace the same with the same style and equal quality fence when and if reasonably necessary. Buyer hereby agrees that Buyer shall remain responsible for all maintenance of existing trees and other landscaping and vegetation on the Property and, if necessary, removal of the same, and shall hold Seller harmless from any and all claims, complaints, demands, and causes of action relating thereto. Buyer further agrees that in no event will Seller be responsible for damage due to disease, wind damage, etc. to trees, landscaping and/or vegetation whether or not such damage occurred before or after the closing of this transaction. Buyer is advised that a one year warranty is provided by the nursery installing the tree(s) at the time the home is constructed on the Property, but that such warranty does not cover any trees existing on the Property prior to development or any trees installed as a landscape buffer near the lots lines of the Property or adjacent to the Property by the Seller. Placement of tree(s) and its/their species is at the discretion of the nursery. Placement of tree is not voidable prior to, or after, closing. Exterior Improvements shall not begin until all escrowed items are completed by Celebrity Homes. This provision shall survive closing.

SOD DISCLOSURE: Full sod shall be defined as ending at the lot line, the natural vegetation line or significant slope of said lot, whichever is less, as determined in the sole and absolute discretion of Seller and lots will be graded in accordance with the same. Maintenance of the entire lot, including any area not sodded is the responsibility of owner of said lot. If escrowed, final grade is notice of impending sod placement. This provision shall survive closing.

CONSTRUCTION: Seller shall construct the improvements substantially in accordance with said plans, but reserves the right to substitute materials of equal or better quality. Buyer acknowledges that differences in applicable local building codes and differences in individual subcontractor construction techniques may result in variations in the construction of each home built. Buyer hereby acknowledges that Seller may use, at its discretion, pre-engineered trusses or traditional "stick" framing. Pre-engineered wall sections may or may not be incorporated with either roof system. Seller is not responsible for temperature and moisture fluctuations causing lumber to expand and contract, the result of which is walls not being plumb and true. Buyer shall not authorize or direct any work to be performed or perform any work on this home or property prior to closing without specific written authorization of Seller. Buyer assumes full responsibility and liability for all damages or delays resulting from such work, whether approved or not. In addition, Buyer agrees not to visit said property, unless accompanied by Celebrity Home Representative, and not to take children on the job site any time. Any job site visits by Buyer, his family and/or agents shall be at their own risk. Construction shall commence as it fits Seller's cluster construction schedule. Any available option changes must be made prior to start of construction. Final inspection and approval by FHA/VA or lender shall constitute certification of completion of the improvements in substantial conformity with the applicable plans, specifications and property standards. **Celebrity and their Extended Warranty Company providing such services, do not recognize "Home Inspection Company" reports or findings prior to closing.**

GARAGE, FOUNDATION: Seller determines garage left or right position. The size of the driveway may vary as determined by code. Seller determines height of foundation and whether it is to be frame, block or poured concrete. Buyer acknowledges that height of foundation and materials used may result in variations in construction of home. Front foundation will be painted or have colored rock face masonry units at Seller's option.

ELECTRICAL AND WATERLINE DISCLOSURE: Placement of electrical service panel will be determined as site indicates, typically the closest location to exterior power pedestal. This location may differ from what is shown on the "standard" blueprint plan. If panel is in finished lower-level area of home, the panel will be painted. The waterline entry may not be in the same location as in the model.

SELLER HEREBY DISCLOSES: That electrical devices located on the Property may emit a periodic audible sound; or experience visible interference; or experience other forms of interference from radio waves, satellite use, Doppler or any other type of radar, and/or bursts of energy, electricity, or other matter. Seller hereby disclaims any and all warranties, express or implied, relating to such condition. Purchaser hereby acknowledges and accepts the Property with respect to this condition and waives all claims of any nature whatsoever against Seller that may arise from this condition.

START OF CONSTRUCTION & LOAN APPROVAL: Buyer acknowledges that confirmation of closing and/or the beginning/resuming of construction shall begin only after Seller receives Mortgage Loan Commitment from lender. Projected completion dates prior to such, are estimates at best.

ARCHITECTURAL APPROVAL: As is typical, exterior improvements (fence, pools, excessive landscaping, etc) requires Architectural Approval, refer to community covenants. Sheds are typically not allowed, if placed and in violation of covenants, they will be removed. (HOA &/or SID Approval may be required). Celebrity Homes does not provide survey or plans demonstrating lot or home.

 Agreement Date: **3/30/2018**

 Buyer(s) Initials **3/30/2018**

SCHEDULING CLOSING DATE AND TIMES: Due to scheduling of trades and vendors, Seller is to schedule Move In Orientation and Closing Dates and Times. Any delay in Closing after scheduled could result in Seller terminating Purchase Contract and/or a \$50 "Delay Charge" for each day delayed.

POSTAL DELIVERY/MAIL BOX PLACEMENT/STYLE: Buyer is responsible for the placement of mail box. The United States Postal Service is to instruct such Buyer of placement, style and mailing address. In some communities mail is delivered to cluster mailbox units (CBO's). The United States Postal Service is responsible for maintenance and management of keys for CBO's. (Setup / Key Fees are at the discretion of US Postal Service)

EXTERIOR GRADE: Necessary grades and swales shall be established to provide proper drainage away from the home. Site drainage, under the Limited Warranty, is limited to grades within 10-feet and swales within 20-feet of the foundation of the home. Standing or ponding water shall not remain in these areas for a period longer than 24 hours after a rain, except in swales that drain from adjoining properties or where a sump pump discharges. In these areas an extended period of 48 hours is to be allowed for water to dissipate. The possibility of standing water after an unusually heavy rainfall should be anticipated and is not to be considered a deficiency. No grading determination is to be made while there is frost or snow or when the ground is saturated. The contractor is not responsible for water flowing from nearby or adjacent property. If the home has a sprinkler system installed-disregarding the contractors watering instructions voids the warranty. Buyer is to obtain their own survey, after closing, for placement of fence and/or trees.

RADON, FUNGUS, MOLD, MILDEW, MYCOTOXINS, MICROBIALS, AND ALL OTHER ENVIRONMENTAL POLLUTANTS AND RELEASE: Buyer understands, acknowledges and agrees that: (i) radon gas has been identified as a national health problem; (ii) the Omaha metropolitan area may have high radon gas levels in some residences; (iii) mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbial, formaldehyde (found in some carpets and pressed wood products), arsenic (found in some treated wood products), fiberglass (found in some insulation products), Petroleum (found in some vinyl and plastic products), methylene chloride (found in some paint thinners) and/or all other environmental pollutants commonly exist in residences and will exist in the residence as a result of rain, humidity and other moisture in the residence and on materials during the normal construction process and that of wood and other materials that commonly have or contain mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride and/or all other environmental pollutants will be used by Seller and exist on the job site and during the life of the residence; (iv) Buyer is informed, or has had the opportunity to become informed, about radon, mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride and/or all other environmental pollutants and the potential health risks or radon, mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride and/or all other environmental pollutants; (v) Seller does not claim or possess any special expertise in the measurement or reduction of radon, mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride and/or all other environmental pollutants, nor have they provided any advice to Buyer as to acceptable levels or possible health hazards of radon, mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride and/or all other environmental pollutants; (vi) Seller has not made any investigation to determine whether there is radon, mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, methylene chloride, and/or all other environmental pollutants in the materials used in the residence or in the verification of the extent of any environmental or health hazard, if any, that may affect the Property or residents; and (vii) Seller does not incorporate any systems, devices, or methods to reduce radon, mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride, and/or any other environmental pollutants. There can be no assurance that any systems, devices or methods incorporated into the residence by Buyer for any purpose of reducing radon, mold, mildew, fungi, spores, bioaerosols, mycotoxins, bacteria, and/or other microbials, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride, and/or all other environmental pollutant levels will be effective and Seller has no responsibility for the operation, maintenance, or effectiveness of such systems, devices and methods. ANY TESTING WITH RESPECT TO RADON, MOLD, MILDEW, FUNGI, SPORES, BIOAEROSOLS, MYCOTOXINS, BACTERIA, AND/OR OTHER MICROBIALS, FORMALDEHYDE, ARSENIC, FIBERGLASS, PETROLEUM, METHYLENE CHLORIDE AND/OR ALL OTHER ENVIRONMENTAL HAZARDS AND POLLUTANTS SHALL BE AT BUYER'S EXPENSE AND SHALL NOT FORM A BASIS FOR TERMINATION OF THIS CONTRACT UNLESS A SPECIFIC WRITTEN ADDENDUM TO THIS CONTRACT IS ENTERED INTO BY ALL PARTIES TO THIS CONTRACT. BUYER HEREBY WAIVES AND AGREES TO INDEMNIFY SELLER, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS, AGAINST ANY AND ALL CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, AND OTHER LEGAL LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROPERTY VALUE, BODILY INJURY, ADVERSE HEALTH EFFECTS OR ANY OTHER EFFECTS, ILLNESS, ALLERGIC REACTION WHICH BUYER, BUYER'S FAMILY, GUESTS, INVITEES, OR ANY FUTURE OCCUPANT OF THE RESIDENCE MAY SUSTAIN AS A RESULT OF THE PRESENCE OF RADON, MOLD, MILDEW, FUNGI, SPORES, BIOAEROSOLS, MYCOTOXINS, BACTERIA, AND/OR OTHER MICROBIALS, FORMALDEHYDE, ARSENIC, FIBERGLASS, PETROLEUM, METHYLENE CHLORIDE AND/OR ALL OTHER ENVIRONMENTAL POLLUTANTS, WHETHER NOW EXISTING OR ARISING IN THE FUTURE. BUYER HEREBY EXPRESSLY AGREES TO EXECUTE ADDITIONAL DOCUMENTS RELATING TO THE SUBJECTS COVERED IN THIS PARAGRAPH, AS REQUIRED BY SELLER, IN ITS SOLE AND ABSOLUTE DISCRETION, INCLUDING BUT NOT LIMITED TO A DISCLAIMER, A WAIVER AND A RELEASE. The provisions of this paragraph shall survive closing.

WARRANTY: Buyer hereby acknowledges that Seller provides a One Year - Express Limited Warranty and the 2-10 Homes Buyer's Warranty, which includes mandatory arbitration, which warranties are incorporated herein by reference. TO THE FULLEST EXTENT ALLOWED BY LAW, SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER HEREBY WAIVES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, WORKMANSHIP OF AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EXPRESS OR IMPLIED WARRANTIES RELATED TO THE PRESENCE OF RADON, MOLD, MILDEW, FUNGI, SPORES, BIOAEROSOLS, MYCOTOXINS, BACTERIA, OR ANY OTHER MICROBIALS, FORMALDEHYDE (FOUND IN SOME CARPETS AND PRESSED WOOD PRODUCTS), ARSENIC (FOUND IN SOME TREATED WOOD PRODUCTS), FIBERGLASS (FOUND IN SOME INSULATION PRODUCTS), PETROLEUM (FOUND IN SOME VINYL AND PLASTIC PRODUCTS), METHYLENE CHLORIDE (FOUND IN SOME PAINT THINNERS) AND /OR ALL OTHER ENVIRONMENTAL POLLUTANTS. THIS PROVISION MODIFIES THE TERMS AND CONDITIONS CONTAINED IN THE 2-10 HOME BUYERS WARRANTY AND TO THE FULLEST EXTENT ALLOWED BY LAW SPECIFICALLY EXCLUDES ANY COVERAGE FOR EXTERIOR CONCRETE, INCLUDING BUT NOT LIMITED TO, DRIVEWAYS, SIDEWALKS, PATIOS, STOOPS, OR STAIRS. The only warranties Seller provides to the Buyer are those contained in the above referenced, written warranty programs. Buyer acknowledges that no one can add to or vary the terms of the above described warranties either orally or in writing. If FHA or VA financing is used the FHA/VA warranty may apply.

City does not recognize non-owner occupied properties and will not service extended warranties. This provision shall survive closing.

WARRANTY RECEIPT: Buyer acknowledges receipt of a copy of the 2-10 Home Buyer's Warranty and Buyer acknowledges receipt of a copy of Builder's One-Year Express Limited Warranty.

Celebrity Representative emailing to: [REDACTED]

Printed version supplied by Celebrity Representative

BUYER WARRANTS AND REPRESENTS THAT BUYER IS ACQUIRING THE PROPERTY AS OWNER OCCUPANT AND NOT FOR RENTAL PROPERTY PURPOSES. This provision shall survive closing.

Agreement Date: 3/30/2018

Buyer(s) Initials 3/30/2018



Lot #: [REDACTED]
 Community: WOOD VALLEY WEST
 Address: [REDACTED]

SURROUNDING AREA DISCLOSURE: Purchaser hereby agrees that Purchaser will not seek and Purchaser shall not rely on any representations by Seller or its officers, directors, employees, sales associates or agents regarding current or future ownership, platting, zoning and/or use of any undeveloped surrounding land. Purchaser understands and acknowledges that any current or future plans regarding ownership, platting, zoning, and/or use of land may change from time to time, and it is unrealistic and impractical for the Purchaser to reasonably rely on any representations made by Seller or its officers, directors, employees, sales associates or agents regarding the current or future development or use of any surrounding undeveloped land. Purchaser assumes sole responsibility to conduct its own investigation with local governing jurisdictions to determine the current or future development plans and possible uses of any surrounding land.

BUYER ACKNOWLEDGES RECEIPT OF ONE OR MORE OF THE FOLLOWING DOCUMENTS: Brochure, Standard Features, Stages of Construction Form, Color Selection Letter, Estimated Closing Costs, Acknowledgement of Disclosure Restrictive Covenants (if available), Construction Schedule Addendum, Fence, Easement and /or Tree Addendum (if applicable), Non-Refundable Addendum (if applicable), a copy of this Purchase Agreement.

REQUEST FOR AND AUTHORIZATION FOR RELEASE OF INFORMATION BY LENDER TO CELEBRITY HOMES, INC. Buyer does hereby request and authorize any entity or person ("Lender") acting as a lender in the transaction between Celebrity Homes, Inc. ("Celebrity") and the undersigned for the purchase of noted real property to release any and all information held by Lender to facilitate said transaction, including but not limited to personal and financial information and the status of the undersigned's request for a loan with the Lender and any related facts and circumstances. This request and authorization may not be revoked by the undersigned at any time prior to the closing of this transaction, unless agreed to in writing by Celebrity.

BUYER DISCLOSURES: (ACKNOWLEDGE ONLY 1)

☒ **No Real Estate Contingency:** Buyer acknowledges they have no other property to sell in order to fulfill this Purchase Agreement obligation.

☐ **CONTINGENT UPON CLOSING SOLD HOME:** Buyer acknowledges sale of existing home w/an anticipated closing date of: _____

Copy of purchase contract/buyer loan approval attached. Seller may require verification of closing of existing property before starting/resuming construction of new home.

CLOSING OF EXISTING HOME RECOMMENDATION: Pursuant to this Agreement, Celebrity Homes does not guarantee closing dates at time of Purchase Agreement. It is suggested that occupancy of existing home should be "contingent upon the successful closing of Seller's New Home."

CLOSING OF EXISTING HOME shall occur **NO LATER** than 3 business days prior to closing of New Celebrity Home.

CONTINGENT SALE: This purchase contract is contingent upon the sale of: _____

at the end of which this contract shall be considered null and void if said property is not sold. All earnest money, less \$300 Admin fee and other Seller incurred costs shall be returned to the Buyer. **Seller at its sole discretion may allow an extension by a written addendum.** Buyer acknowledges that purchase price can increase until contingency is removed. Listing Agreement, Competitive Market Analysis, and net sheet is attached. Purchaser acknowledges that Celebrity Homes is not liable for referred listing agent, their real estate company, broker, co-agents, or their employees.

PREFERRED REALTOR

PREFERRED REALTOR _____ Property at **LOT STAGE ONLY**. Contingency Expires: (90 Days) **6/28/2018**

PREFERRED REALTOR _____ Property at **BASEMENT STAGE ONLY**. Contingency Expires: (60 Days) **5/29/2018**

NON-PREFERRED REALTOR _____ Property at **LOT STAGE ONLY**. Contingency Expires: (45 Days) **5/14/2018**

CONCRETE WARRANTY ACKNOWLEDGEMENT: Control joints are placed in the concrete to help control cracks and provide a less visible area for them to occur. It is the responsibility of the homeowner to caulk the control joints to better ensure against excess moisture getting under the slab. Keeping moving vans and heavy trucks off sidewalks and driveways will help you avoid one of the most common causes of concrete cracks. In addition, it is also strongly recommended that sand be spread on walks, steps, and drives during icy weather since de-icing products contain materials harmful to concrete. Many of these products cause either discoloration or peeling/spalling of the surface, or both. **DO NOT USE SALT. SALT CARRIED IN UNDER THE CAR AND ON TIRES FROM CITY STREETS CAN ALSO DAMAGE DRIVES AND GARAGE FLOORS. HEAVING, DISCOLORATION/SPALLING/SCALING/PEELING/CRACKING can be caused by elements outside the contractor's control and is not covered under your warranty. THIS PROVISION MODIFIES THE TERMS AND CONDITIONS CONTAINED IN THE 2-10 HOME BUYERS WARRANTY AND TO THE FULLEST EXTENT ALLOWED BY LAW SPECIFICALLY EXCLUDES ANY COVERAGE FOR EXTERIOR CONCRETE, INCLUDING BUT NOT LIMITED TO, DRIVEWAYS, SIDEWALKS, PATIOS, STOOPS, OR STAIRS**

SANITARY IMPROVEMENT DISTRICT ACKNOWLEDGEMENT. Buyer acknowledges that noted property is located within a sanitary and improvement district; and further acknowledge and understand that sanitary and improvement districts are located outside the corporate limits of any municipality; residents of sanitary and improvement districts are not eligible to vote in municipal elections; and owners of property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the property is annexed by the municipality.

NOTICE OF PURCHASERS REGARDING REAL ESTATE TAXES In Sarpy/Douglas County, Nebraska the taxes on residential real estate are paid in the year following their assessment. Stated another way, real property taxes levied and assessed in 2017 are paid in 2018. The year in which the taxes are paid is called the year the taxes become delinquent. For example, the 2017 real estate taxes are delinquent if not paid in the year 2018. Thus, if you purchase a home in 2018, the real estate taxes, which are paid or adjusted at the closing, are the 2017 taxes. This is, and has been for many years, the local custom and the way your purchase agreement will be prepared. By way of further explanation, about September 1st each year, the County Commissioners send to the County Assessor the tax rate, which is expressed in a percentage form. The County Assessor then prepares the real estate tax statement by multiplying the tax rate by the full-assessed valuation of the property. The result is the amount of taxes on the real estate, which will be due. These tax statements are completed by the middle of December each year, and are then mailed out to the owners during the latter part of December. The first half of those taxes become delinquent on the following April 1st, and the second half of taxes become delinquent on the following August 1st. Since the real estate taxes are not known, or capable of being computed with any degree of accuracy until very late in the year in question, it has been the custom and practice in Sarpy/Douglas County, for many years, to prorate the real estate taxes for the year in which these taxes would become delinquent if not paid.

Agreement Date: 3/30/2018

[REDACTED] Buyer(s) Initials 3/30/2018



Lot #: [REDACTED]
 Community: WOOD VALLEY WEST
 Address: [REDACTED]

HBW WARRANTY: At or about closing, Seller will purchase for Buyer(s) an HBW Warranty from Home Buyers Warranty Corporation. The HBW Warranty is a ten-year new home warranty providing coverage for certain construction defects. As consideration for the HBW this Addendum, which supersedes any different or inconsistent provisions in the Purchase Agreement. Buyer(s) represents and acknowledges that Buyer(s) has been furnished with a copy of the HBW Warranty. Furthermore, it is understood by buyer that any remedies/repairs shall be completed in a manner typical of common building practices and tolerances.

ARBITRATION AGREEMENT: Any and all claims or disputes between Seller, Buyer(s), HBW and/or the Warranty Insurer arising from or relating to the Warranty, to the subject home, including the real property on which it is situated, or to the sale of the home, shall be submitted to binding arbitration pursuant to the Federal Arbitration Act (9 U.S.C. 1-16), with your choice of three different arbitration services. Any person in contractual privacy with the Builder whom the Homeowner contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The arbitration agreement in the HBW Warranty is incorporated in full herein. By signing this Addendum, Buyer(s) agrees to all terms of the arbitration agreement.

FURTHER AGREEMENT: Effective one year from the date of closing on the purchase of the home, Buyer(s) waives the right to seek damages or other legal equitable remedies from Seller, its subcontractors, agents, suppliers, or design professionals for any defect to the subject home, or the real property upon which it is situated, under any common law or statutory theory of liability, including but not limited to negligence and strict liability. The agreement contained in this Addendum shall be enforceable to the maximum extent permitted by the law of the state in which the home is located and shall be applicable to any claim made after the effective date of the agreement contained in this paragraph. This paragraph shall not be applicable where prohibited by law or to any written warranty provided by a manufacturer or vendor who has supplied any appliance or component.

CELEBRITY HOMES WARRANTY: Buyer(s) represents and acknowledges that Buyer(s) has been furnished a copy of the builder's One-Year Express Limited Warranty book.

LIMITATION OF CLAIMS / WAIVER OF SOCIAL MEDIA COMPLAINTS: Under no circumstances shall either Party be liable for any special, indirect or consequential damages (including claims of mental anguish or otherwise) relative to any claim arising from or related in any manner to this Contract. All parties further agree to waive any right whatsoever to post complaints, derogatory narratives, uncomplimentary descriptions or otherwise on any social media or internet platform such as Facebook, Yelp, BBB, etc. and the parties further agree this provision is a material term. This provision shall survive closing.

ACCEPTANCE: This is the entire agreement between Seller and Buyer. There are no other written or oral agreements or understandings directly or indirectly connected with this agreement that may vary, supersede, supplement or otherwise change the terms of this agreement unless they are put in writing, signed by Seller and Buyer and attached hereto. This document is an offer to purchase only, unless and until duly accepted, in writing, by an authorized officer of Celebrity Homes, Inc., or any representative designated in writing by Celebrity Homes, Inc. for the purpose of contract acceptance. Real estate agents are not authorized to accept contract, nor make any representation and/or give warranty, on behalf of Celebrity Homes, Inc. The Seller, Celebrity Homes, Inc. reserves the right, in its sole and absolute discretion, to refuse any offer contained herein for any reason, subject only to applicable federal and state laws. Buyers agree that this instrument shall not be construed to convey and right to premises, or give any right to possession.

TIME IS OF THE ESSENCE OF THIS AGREEMENT. EARNEST DEPOSIT: BUYER AGREES AND UNDERSTANDS THAT ALL EARNEST DEPOSITS AND DOWN PAYMENT AMOUNTS WILL BE DEPOSITED DIRECTLY INTO THE SELLER'S BUSINESS ACCOUNT AND NOT A TRUST ACCOUNT.

One of the principal shareholders of Celebrity Homes, Inc. is a licensed real estate agent in the State of Nebraska.

Buyer's Current Address: [REDACTED] Phone: [REDACTED] 3/30/2018
 Date

Buyer's Signature: Caren [REDACTED] Date: 3/30/2018

Buyer's Signature: William [REDACTED] Date: 3/30/2018

Purchaser agrees that this instrument shall not be construed to convey any right to premises, to create a lien thereon, or to give them any rights to possession. This revision becomes part of and conformance with, the existing contract to which it is attached under date of: 3/30/2018

Witness: (Signature) David Lee 3/30/2018

Witness (Print Name) David Lee

Lender WILL require deposit at time of Loan Application

Name(s) for Deed Received from: Caren L. & William H. [REDACTED] **A MARRIED COUPLE**
JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP the sum of

TWO THOUSAND (Check #): [REDACTED] (Dollars) (\$2,000) to apply on the purchase price of the described property on terms and conditions stated above. This receipt is not an acceptance of the above offer, it being understood that the above proposition is taken subject to the written approval and acceptance by the Seller as stated above.

Lender: Wells Fargo	1101 Galvin Road South	Bellevue	NE	68005	402-682-6430	Dave Clauson
Company	Address	City	State	Zip	Phone	Originator
Realtor: Berkshire Hathaway	331	Omaha	NE	68118		Christine Novotny
Company	Address	City	State	Zip		Realtor

ACCEPTANCE FOR CELEBRITY HOMES, INC.

3/30/2018
 12:36:07 PM

BY: Levin Johnson
 10/11/2018 1/9/2019

Date: 4/3/2018

3/27/2018

COMMUNITY ACKNOWLEDGEMENT ADDENDUM**Canterberry Crossing South**

Annual HOA Dues anticipated for community. Buyer acknowledges Drainage Easement on rear 20' of lots 20 - 32. Buyer also acknowledges and agrees that no fence or landscaping may be constructed in or across any portion of said easement. This provision shall survive closing.

Buyer acknowledges that the annual HOA dues have been abated thru the year and may be assessed and collected in the future at the discretion of the Highland Homeowner's Association.

Fairview South 2

Buyer acknowledges that the annual HOA dues have been abated thru 2019 and may be assessed and collected in the future at the discretion of the Fairview South 2 Homeowner's Association.

Glenmoor / Turnbridge

\$125 Annual HOA Dues. Due January 1st of each year. Celebrity to pay dues from closing date to end of calendar year.

Shadowbrook West

\$192 Annual HOA Dues. Due January 1st of each year. Celebrity to pay dues from closing date to end of calendar year.

Highlands

Annual HOA Dues anticipated for community.

Buyer acknowledges that the annual HOA dues have been abated thru the year and may be assessed and collected in the future at the discretion of the Highland Homeowner's Association.

Ridgemoor

Celebrity to pay dues from closing date to end of calendar year.

Ridgemoor: \$93 Annual HOA Dues. Due January 1st of each year.

Palisades

Annual HOA Dues: \$350 lots: 205-221,300-311,313,314 & Lots 316-327. **\$475** lots: 5-22,64-71,73-82,85-102,173,194-204. **\$130** all other lots.

Celebrity to pay dues from closing date to end of calendar year.

All homes will receive stone / brick on the exposed front foundation. (not on street side of corner lots as is typical in community)

All Improvements including any fencing must be approved by: Palisades Development, LLC., 9719 Giles Road, La Vista, NE 68128.

Sagewood

Buyer acknowledges that the annual HOA dues have been abated thru the year and may be assessed and collected in the future at the discretion of the Sagewood Homeowner's Association.

All homes will receive stone / brick on the exposed front foundation and Architectural / Heritage shingles.

Whitetail Creek


No fence or other Improvement allowed across rear drainage way easement on lots 86 - 107.

Buyer acknowledges that the annual HOA dues have been abated thru the year and may be assessed and collected in the future at the discretion of the Whitetail Homeowner's Association.

Lots 3,63 through 69, inclusive,79,Outlot B,and lots108 through 110,inclusive,grant the Association the right to enter upon the Landscape Easement area for the purpose of maintaining the underground sprinkler system and the trees and other landscaping located thereon. Owners of such lots shall be expressly prohibited from placing trees,fences, and/or underground sprinkler systems within such Landscape Easement area. The **Association shall be obligated** to maintain such trees and landscaping,at its sole cost and expenses, which maintenance obligation shall expressly include replacement of any dead trees and other landscaping.

Wood Valley / Wood Valley West

Buyer acknowledges that the annual HOA dues have been abated thru the year and may be assessed and collected in the future at the discretion of the Wood Valley Homeowner's Association.


Community Acknowledged Above
Buyer(s) Initials

**All Home Owner Associations (HOA's) are disclosed as a demonstration
what dues may be at time of Purchase Agreement.**

Buyer's Signature: Caren 

Date: 3/30/2018

Witness: (Signature) David Lee

3/30/2018

Buyer's Signature: William 

Date: 3/30/2018

Witness: (Print Name): David Lee

ACCEPTANCE FOR CELEBRITY HOMES, INC. Rolyn Johnson

4/3/2018



MOLD AND ALL OTHER ENVIRONMENTAL HAZARDS NOTICE, DISCLOSURE AND DISCLAIMER

Upon 10 days advance written notice to Seller, Buyer, at its option and its cost, may retain an independent testing consultant to conduct test and inspect the residence for the presence of radon, mold, mildew, fungi, spores, bio aerosols, mycotoxins, bacteria, and/or other microbial, formaldehyde, arsenic, fiberglass, petroleum, methylene chloride and/or all other environmental hazards and pollutants. The Buyer shall schedule all such tests, or inspections so as not to delay the progress of the residence or delay the estimated or scheduled closing date. The Buyer shall bear all costs and expenses associated with the tests, approvals or inspections and Buyer hereby understands, acknowledges and agrees that regardless of the results of such testing and/or inspection, Buyer shall not be entitled to cancel his/her contract with the Seller and that Seller shall not be liable for any claims, complaints, demands, causes of action, damages or other liability relating to any mold or any other environmental hazard as set forth above and in the purchase contract between parties. If Buyer or its representatives, agents or contractors determines or desires any repair, replacement and/or remediation relating to any mold or any other environmental hazard, as set forth above, no such repair, replacement and/or remediation shall be undertaken until after Buyer closes the property and obtains title thereto and that such repair, replacement and/or remediation and any related costs and expenses shall be the sole responsibility of Buyer and that Seller shall have no obligation or liability therefore.

Mold. Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 Degrees and 100 Degrees. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

What the Homeowner can do. The homeowner can take **positive steps** to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

- 1 Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
- 2 Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- 3 Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
- 4 Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall and insulation.
- 5 Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of must odors, and any visible signs of mold.
- 6 Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

Disclaimer and Waiver

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things that we can control. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of one year. We, the builder, will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.

This notice, disclosure and disclaimer agreement is hereby appended to and made a part of the Purchase Contract and shall survive closing. The consideration for this Agreement shall be the same consideration as stated in the Purchase Contract. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

Buyer's Signature: Caren [Redacted]

Date: 3/30/2018

Buyer's Signature: William [Redacted]

Date: 3/30/2018

Witness: (Signature): David Lee 3/30/2018

ACCEPTANCE FOR CELEBRITY HOMES, INC.

Witness: (Print Name): David Lee

BY: Sarah Johnson

Date: 4/3/2018

re-sign at closing

Buyer: _____	Buyer: _____
--------------	--------------



NOTICE TO BUYER AND SELLER REGARDING WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS

Please be aware that the Escrow Company under the attached Agreement may require a wire transfer of funds at Closing. Buyer and Seller should take care to provide wire transfer information only to proper agent of the Escrow Company. Funds should only be wired to the Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting the impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller, directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information of funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

Buyer's Signature: Caren [Redacted]

Date: 3/30/2018

Buyer's Signature: William [Redacted]

Date: 3/30/2018

Witness: (Signature): David Lee

Date: 3/30/2018

Witness: (Print Name): David Lee



Driveway / Garage / Exterior Concrete

Critical Homeowner Care & Maintenance

Sand / Salt

It is highly recommended that you use sand on your concrete surfaces to avoid slipping. Salt or de-icing products should never be used. De-icing products usually contain chemicals that are harmful to concrete. Salt/de-icing chemicals may also get tracked in from the street. You should wash your garage and driveway down as soon as weather allows to remove any harmful chemicals.

Buyer Initials: X [redacted] HEAVING/DISCOLORATION/SPALLING/SCALING/PEELING/CRACKING CAN BE CAUSED BY ELEMENTS OUTSIDE THE CONTRACTORS' CONTROL AND IS NOT COVERED UNDER YOUR WARRANTY - BEFORE OR AFTER CLOSING.

**THIS PROVISION MODIFIES THE TERMS AND CONDITIONS CONTAINED IN THE 2-10 HOME BUYERS WARRANTY AND TO THE FULLEST EXTENT ALLOWED BY LAW SPECIFICALLY EXCLUDES ANY COVERAGE FOR EXTERIOR CONCRETE, INCLUDING BUT NOT

Caulk

When weather allows, caulk the driveway and all other cracks and joints to better avoid excess moisture getting under the slab.

Sealer

To better reduce the chance of HEAVING/DISCOLORATION/SPALLING / SCALING / PEELING

you may periodically seal your driveway to help guard against freeze/thaw cycles and/or other conditions such as tracking of salt from the street.

A penetrating type sealer reduces the frequency of application

I have read the above statement and have received a full explanation, in detail, from the Celebrity Sales Associate.

Date: 3/30/2018

X Caren [redacted] _____

X William [redacted] _____



COLOR SELECTION

Imperial Tile (floor/counter tops) Selections to be made by: **4/14/2018**

(per purchase Contract)

Selections may be altered prior to MLC. No later than: **4/6/2018**

Imperial Tile is not able to assist you until you present this selection form to them

Imperial Tile Company

14723 Industrial Road

(on frontage street south of Industrial Road)

402-333-0808

To meet construction schedules

we thank you for your

timely selections

HOURS: Mon. 8:00 a.m. - 6:00 p.m. * Tues. - Fri. 8:00 a.m. - 4:30 p.m. * Sat. 9:00 a.m. - 12:00 noon

Additional Options

Buyer: Caren L. & William H.	0
New Home Address: [REDACTED]	0
Community: WOOD VALLEY WEST	0
Design: VISTA	Vinyl dining area
Date: 3/30/18	Brushed Nickel light fixtures and door hardware-STD
Celebrity Associate: David Lee	Trim/Door Color: Cream
	Door Style: Corvado
	Interior Paint Package
	Standard Kilim Beige Walls & Ceilings

Interior selections must be finalized **no later than 15 days after your contract is written**. If selections exceed standard allowances, buyer to pay the difference to Celebrity Homes, Inc. upon finalizing selections. Funds to be submitted via Cash Item Addendum.

Countertop / Fireplace Selections / Floor Coverings / Interior Paint

CABINET STYLE-COLOR Benton 5 pc-Flagstone	KITCHEN APPLIANCE COLOR Stainless Steel
RAIL COLOR Flagstone	<u>Select at Imperial Tile</u>
KIT. BACKSPLASH 4" set on backsplash-STD	Selection: _____
(Ceramic Kitchen Backsplash STD with Designer: Cambridge, Kingston, Shelby, Bradford, Bradley, Danbury, Manchester, Bentley, Brantley, Patio- ceramic STD; all other 4" Integral STD)	
*KITCHEN TOPS Pre-formed laminate countertops-Kitchen	Selection: _____
(Pre-formed Laminate STD)	
*MBR BATH TOP Pre-formed laminate countertops-All bath vanity tops	Selection: _____
(Pre-formed Laminate STD)	
*MAIN BATHS Pre-formed laminate countertops-All bath vanity tops	Selection: _____
(Pre-formed Laminate STD)	
*1/2 BATH Pre-formed laminate countertops-All bath vanity tops	Selection: _____
(Pre-formed Laminate STD, Two Story, Weston, Del Ray Only)	
<u>Includes full bath & 3/4 bath at finished basement, if applicable</u>	
*Countertops: Kitchen 1 Color, 1/2 bath 1 color, master 1 color, main & optional basement bath 1 color	
FLOORING STYLE 0	Selection: _____
ADD'L FLOORING 0	
(Carpet/Vinyl per plan STD)	
FIREPLACE FACE Quartz/Ceramic Tile Face-STD	Selection: _____
(Quartz Arch Top/Ceramic Tile STD)	(Field Stone NOT allowed on Fireplace)
INTERIOR PAINT COLOR Standard Kilim Beige Walls & Ceilings	

(Designer Selection Package/Whole House Selection, see below)

Whole House Selection Package

1. If Whole House Selection Package selected color of noted walls & ceilings to be:

Selection: **0**

Designer Selection Package

Custom color and walls using any color painted in Celebrity Models-ceilings remain Kilim Beige:

Selection:

Selected With Designer

Select at Imperial Tile

- Representative will instruct buyer when to contact Designer.
- Selections to be made upon receiving Mortgage Loan Commitment from Lender (if applicable) and verified existing home contingency. (if applicable)
- Buyer must use professional design assistance for this option. Price includes 2 hours of assistance at Imperial Tile, by appointment **ONLY**.
- All selections are final at time of selections.

Buyer: Caren [REDACTED] 3/30/2018Buyer: William [REDACTED] 3/30/2018

Buyer: William Date: 3/30/2018

**Celebrity Homes**

Company

David Lee

Agent Name

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

X **Limited Seller's Agent**

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

A written agreement is required to create a seller's agency relationship

Limited Buyer's Agent

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

A written agreement is **not** required to create a buyer's agency relationship

Limited Dual Agent

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency required for all parties to the transaction

X **Customer Only** (list of services provided to a customer, if any, on reverse side)

- **Agent does not work for you, agent works for another party or potential party to the transaction as:**
 Limited Buyer's Agent **X** Limited Seller's Agent
 Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
 - about a property to you as a buyer/customer
 - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

 Common Law Agent for Buyer **X** Seller (complete and attach Common Law Agency addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure

(Including Information on back of form)

Caren 3/20/18
 (Client or Customer Signature) (Date)

William 3/20/18
 (Client or Customer Signature) (Date)

Caren
 (Print Client or Customer Name)

William
 (Print Client or Customer Name)



Valuation Cover Sheet

(Appraiser Information)

Submit with Plans & Specs

Buyers Name: Caren L. & William H. [REDACTED]

Sales Agent: David Lee

Address: [REDACTED]

Lender: Wells Fargo

Community: WOOD VALLEY WEST

Loan Officer: Dave Clauson

Lot: [REDACTED]

Loan Type: CONV

Model Name: VISTA

Stage of Construction:
(at time of contract)

LOT

Additional Features

Exterior		Basement
Premium Home Site		0
Sprinkler System-Standard Lot		0
0		
0		
0		
0		
0		
Vertical Balusters on Deck		
Kitchen		Walkout Basement
Benton 5 pc-Flagstone		
Pre-formed laminate countertops-Kitchen		
Pre-formed laminate countertops-All bath vanity tops		
0		
0		
0		
Brushed Nickel light fixtures and door hardware-STD		
4" set on backsplash-STD		
Fireplace		Other
Quartz/Ceramic Tile Face-STD		Standard Kilim Beige Walls & Ceilings
		0
		0
		0
		0
		0
		0
		0
Flooring		
Vinyl dining area		0
0		
0		

ELEVATION "A" IS STANDARD

STANDARD FEATURES

HOME SITE	Quality home site
APPLIANCES	Lifestyle, New Beginnings, Advantage homes - full appliance package includes top mount freezer refrigerator and laundry Choice of stainless steel or black appliances (washer and dryer always white) Designer homes - upgraded kitchen appliances includes side-by-side refrigerator and laundry Choice of stainless steel or slate appliances (washer and dryer always white)
BASEMENT ROUGH-INS	1/2 Bath rough-in standard in Vista, Santa, Austin 3-4 Bath rough-in standard in all ranches and 2-stories (except noted above)
BLINDS	Beige Blinds are included in all window locations except unfinished basement areas, front door, hinged patio door, window above or beside front door and following specific locations: Seville - over stairwell, top of stairs; Sterling - upper window in stairwell, top of stairs, laundry room; Bradford - top of stairs Kingsley - side of dining, laundry; Manchester - top of stairs, drop zone; Del Ray, Weston - transom in master; Bentley - side of flex, drop zone; Dayton, DLX and Ratio, Bentley Patio - side of dining; Preston - laundry, side of dining Bradley - front upper stairwell; Kendall - over stairwell
CABINETS	Newberry cabinets in Aspen, Linden, Carlton, Hampton Sinclair, Camden, Camden Rustic Birch, Ellis, Benton 5 pc stain cabinets in Vista, Santa, Del Ray and Lifestyle/Advantage Homes
COUNTERTOPS	Camden, Camden Rustic Birch, Ellis, Benton 5 pc stain, Bridgeport stain, Lexington stain cabinets in Designer homes Pre-formed laminate kitchen countertops and vanity tops
KITCHEN BACKSPLASH	Kitchen: 1 color, 1/2 bath: 1 color, master: 1 color, main and optional basement bath: 1 color
DECK	Ceramic Tile backsplash in Designer homes and Bentley Patio 4" integral laminate backsplash, or 4" set on backsplash (unless ceramic style) if granite/quartz selected Deck or patio per plan
DROP ZONE	Vertical balusters on deck standard in Bellevue and on Designer, Lifestyle homes
FINISHED BASEMENTS	Drop zone including white rail with hooks and white storage with laminate top below - standard in Designer homes
FEATURES/HARDWARE	Multi-Levels - Finished basement (family room in Del Ray, Weston, Hampton) is standard
FIREPLACE	Brushed nickel light fixtures and door hardware - decorator light fixture package specific to each home style Standard in all homes Quartz fireplace face or Ceramic Tile fireplace face Wood mantel (matches rail color) in Designer homes
FLOORING	Celebrity standard carpet and vinyl
GARAGE	Full size two car garage (three car on Darbury, Manchester, Bentley) with one garage door opener and remote
MIRRORS	Wood framed mirror(s) in master bath of Designer homes and in main floor 1/2 bath of Bradford, Manchester, Bentley. Plate glass mirrors all other locations
PLUMBING FIXTURES	Stainless steel pull-out kitchen faucet in Designer homes Stainless steel kitchen faucet in all other homes Two-handle chrome bath faucets master bath Designer homes Chrome bath fixtures in all homes Brushed nickel clear glass frameless shower door in master bath of Designer homes and Bentley Patio Chrome obscure glass framed shower door in master bath of Lifestyle, New Beginnings and Advantage homes

Final Inspection Values, if applicable

Exterior Paint = \$800	Sprinkler System = \$1,500
Sidewalk = \$500	Sod = \$1,000
Patio = \$400	

For Additional Information

Please Contact:

Celebrity Homes
Attention Broker
402-896-3100

**Conventional Loan****VA Loan****FHA Loan**

as of: 3/30/2018	as of: 3/30/2018	as of: 3/30/2018
Down Payment-Loan Amount	Down Payment-Loan Amount	Down Payment-Loan Amount
Interest Rate: 4.55%	Interest Rate: 4.55%	Interest Rate: 4.55%
Sales Price: \$204,000	Sales Price: \$204,000	Sales Price: \$204,000
Term(years): 30	Term(years): 30	Term(years): 30
Down Payment (5%): \$10,200	Down Payment (%): \$0	Down Payment (3.5%): \$7,140
Loan Amount: \$ 193,800	VA Upfront Funding: \$6,732	MIP Upfront: \$3,570
PMI Factor / Monthly: 0.96%	VA Funding Fee: 3.30%	MIP Factor / Upfront: 1.75%
*PMI will vary with down payment & credit scores	*VA Funding Fee may vary	*MIP may vary with down payment & credit scores
Total Loan Amount: \$193,800	Total Loan Amount: \$210,732	Total Loan Amount: \$200,430
Typical Closing Costs	Typical Closing Costs	Typical Closing Costs
Appraisal Fee: 350.00	Appraisal Fee: 350.00	Appraisal Fee: 350.00
Credit Report: 43.00	Credit Report: 43.00	Credit Report: 43.00
MIP/PMI/VA Fee: 0.00	MIP/PMI/VA Fee: 0.00	MIP Fee: 3,570.00
Commitment Fee: 475.00	Commitment Fee: 475.00	Commitment Fee: 475.00
Tax Service Fee: 81.00	Tax Service Fee: 81.00	Tax Service Fee: 81.00
Flood Certification: 20.00	Flood Certification: 20.00	Flood Certification: 20.00
Closing Fee/Wire(\$30): 205.00	Closing Fee/Wire(\$30): 205.00	Closing Fee/Wire(\$30): 205.00
Interest: 367.41	Interest: 399.51	Interest: 379.98
HOI(1st Year): 995.00	HOI(1st Year): 995.00	HOI(1st Year): 995.00
HOI(2 months): 165.83	HOI(2 months): 165.83	HOI(2 months): 165.83
PMI(2 months): 310.08	PMI(2 months): 0.00	MIP(2 months): 283.94
Taxes(9 months): 3,898.44	Taxes(9 months): 3,898.44	Taxes(9 months): 3,898.44
1/2 Title Insurance: 377.40	1/2 Title Insurance: 377.40	1/2 Title Insurance: 377.40
Soil Treatment: 100.00	Soil Treatment: 100.00	Soil Treatment: 100.00
Misc. Recording Fees: 81.00	Misc. Recording Fees: 81.00	Misc. Recording Fees: 81.00
Current Taxes: 100.00	Current Taxes: 100.00	Current Taxes: 100.00
Total Closing Cost: \$7,569	Total Closing Cost: 5,717.67	Total Closing Cost: 6,001.62
Costs W/Preferred Lender	Costs W/Preferred Lender	Costs W/Preferred Lender
Interest : 367.41	Interest : 399.51	Interest : 379.98
HOI: 165.83	HOI: 165.83	HOI: 165.83
PMI: 310.08	VA Fee 0.00	MIP: 283.94
Partial Property Taxes: 252.00	Partial Property Taxes: 252.00	Partial Property Taxes: 252.00
Verify Partial Taxes	Verify Partial Taxes	Verify Partial Taxes
Current Taxes: 100.00	Current Taxes: 100.00	Current Taxes: 100.00
Loan Cost (Prepays): 1,195.33	Loan Cost (Prepays): \$917	Loan Cost (Prepays): \$1,182
Down Payment: 10,200.00	Down Payment: \$0	Down Payment: \$7,140
Estimated Cost to Buyer: \$12,590.65	Estimated Cost to Buyer: \$917	Estimated Cost to Buyer: \$8,322
(With Preferred Lender)	(With Preferred Lender)	(With Preferred Lender)
Monthly Payment	Monthly Payment	Monthly Payment
P & I Payment: \$987.72	P & I Payment: \$1,074.02	P & I Payment: \$1,021.51
Taxes: \$433.16	Taxes: \$433.16	Taxes: \$433.16
PMI: \$155.04	PMI: \$0.00	MIP: \$141.97
HOI: \$82.92	HOI: \$82.92	HOI: \$82.92
Projected Payment! \$1,658.84	Projected Payment! \$1,590.09	Projected Payment! \$1,679.56

(These are only estimates of what your **Monthly Payment** and **Out-Of-Pocket Expenses** may be)

Payments do not reflect Association Fees or Dues

Caren [REDACTED] 3/30/18
 (Client or Customer Signature) (Date)

William [REDACTED] 3/30/18
 (Client or Customer Signature) (Date)

Caren [REDACTED]
 (Print Client or Customer Name)

William [REDACTED]
 (Print Client or Customer Name)