

Buyer(s): <<Primary Customer Last Name>>
Lot/Block: <<Lot/Block Full Number>>

BUYER’S DECLARATION AND OCCUPANCY AGREEMENT

Buyer: _____

Lot: _____

This Addendum is attached to and forms a part of the Agreement executed by Buyer and Seller on _____ for the purchase by Buyer from Seller of the property located at _____, (the "Property"). Buyer and Seller are those parties defined in the Agreement.

In order to induce Seller to agree to sell the Property to Buyer, Buyer acknowledges that Seller's decision to enter into the Agreement is based upon Buyer's representations contained herein. Buyer expressly acknowledges and agrees that if Buyer owns, directly or indirectly (e.g., through a trust or an entity controlled by Buyer), solely or with others (e.g., as a tenant in common or joint tenant), two or more homes as of the date of execution of this Addendum, then Buyer must state in Section 1 of this Addendum that Buyer is acquiring the Property as an investment property. Any false statement or declaration made by Buyer hereunder shall entitle Seller to terminate the Agreement and, subject to the provisions herein, retain all of Buyer's deposits as set forth in the Agreement. Further, Buyer and Buyer's Broker understand and acknowledge that should a termination of the Agreement pursuant to this Declaration and Occupancy Agreement occur, no real estate commission will have been earned and will not be paid. Buyer declares and agrees as follows:

- 1. **Declaration Regarding Occupancy.** Buyer understands and agrees that the representations made herein are given as a material inducement for Seller to enter into the Agreement. Buyer represents that Buyer's manner of occupying the Property will be as follows (Buyer must check one of the following boxes). Buyer agrees that notwithstanding its manner of occupancy and except for a "hardship" situation in accordance with the terms of Paragraph 9 of this Addendum, Buyer represents and agrees that Buyer shall not make a Conveyance and/or Transfer (both as defined in Paragraph 5) of its interest in the Property for a period of one (1) year following close of escrow (the "Holding Period"). Buyer acknowledges that Seller has materially relied upon the foregoing representation in entering into the Agreement and would not have agreed to sell the Property to Buyer without such representation.

PRINCIPAL RESIDENCE. Buyer will occupy and use the Property as Buyer's principal residence for a period of one (1) year following the Closing.

Initials	Initials

SEASONAL RESIDENCE. Buyer will occupy and use the Property for purposes of a seasonal residence and Buyer will keep the Property available for Buyer's exclusive use and enjoyment at all times. Buyer does not currently own, solely or with other persons, more than one residence. "Seasonal Residence" is hereby defined as a residence in which Buyer shall reside on a seasonal basis and not as Buyer's principal residence.

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Buyer(s): <<Primary Customer Last Name>>
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Initials	Initials
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INVESTMENT. Buyer is acquiring the Property as an investment property. Buyer now occupies and uses other property or properties as Buyer's principal residence and/or seasonal residence. Buyer will not enter into or subject the Property to any timesharing or other share ownership agreement, including but not limited to, any limited liability company, partnership, or corporation. Buyer acknowledges that it is Seller's policy to provide as many people as possible with the opportunity for home ownership, to promote stability in home ownership, and, to the extent reasonably possible, discourage speculation. Therefore, Seller expressly reserves the right to reject potential investor contracts in order to control the percentage of Investor Buyers in any particular subdivision.

Initials	Initials

2. **Additional Earnest Money Deposit.** If Buyer does not intend to occupy the Property as Buyer's principal residence, Buyer will be deemed to be an "Investor/Seasonal Residence Buyer," and will be required to deposit with Seller, twenty percent (20%) of the total Purchase Price at the time of execution of the Agreement as an Earnest Money Deposit (the "Investor/Seasonal Residence Buyer Earnest Money Deposit"). The Investor/Seasonal Residence Buyer Earnest Money Deposit shall be due and payable to Seller at the time of execution of this Addendum.
3. **Change of Status.** If, at any time, Buyer's status changes whereby Buyer becomes an Investor/Seasonal Residence Buyer, either from Buyer's notification to Seller or Seller's determination (which may include the search of governmental, tax or other records available to Seller) of such change in status, at Seller's sole discretion, the Investor/Seasonal Residence Buyer Earnest Money Deposit shall become due and payable within five (5) days of such change of status notification or Seller may terminate the Agreement and retain all Earnest Money deposits paid to date.
4. **Declaration Regarding Multiple Home Purchases.** Buyer hereby declares and represents that Buyer is not presently under contract with and/or has not entered into any agreement for the purchase of any other residence in Arizona, Nevada or California. If at any time prior to Close of Escrow Seller determines that Buyer is under contract for the purchase of another residential unit in such states, Seller may terminate the Agreement and retain all Earnest Money deposits paid to date.
5. **Definition of Transfer and Conveyance.** "Conveyance" means any sale, transfer, exchange, assignment, conveyance, or disposal of, Buyer's interest in the Property. "Transfer" means any sale or other transfer, including transfer by consolidation, merger, reorganization, or other conveyance by any of the Principals (hereinafter defined) of any portion of their interests in Buyer. For purposes hereof, the term "Principals" means any person or entity who owns or controls, directly or indirectly, a ten percent (10%) or greater voting or financial interest in Buyer on the date Buyer signs the Agreement.
6. **Conveyance or Transfer Prior to Close of Escrow.** Any attempt to make an assignment, or other transfer of Buyer's rights under the Agreement, or a Conveyance or Transfer prior to the Close of Escrow, without the express written permission of Seller shall constitute: (i) a material breach of the Agreement, entitling Seller, at its sole option, to terminate the Agreement and retain all Earnest Money Deposits pursuant to the terms of the Agreement, and (ii) a failure of a condition precedent to Seller's obligation to sell the Property to Buyer. The

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provisions of this paragraph shall in no event limit the remedies available to Seller should Buyer be otherwise in default under the Agreement.

7. **Conveyance or Transfer at or After Close of Escrow.** Except for "hardship" situations in accordance with the terms of Paragraph 9 of this Addendum, any Conveyance or Transfer at or after the Close of Escrow that occurs during the Holding Period shall constitute a material breach of the Agreement, entitling Seller, at its sole election, to either: (i) payment by Buyer of damages in an amount equal to the difference between (a) the fair market value of the Property at the time of Buyer's Conveyance or Transfer, less costs of resale (such as broker's commission, escrow fees and title costs) actually incurred by Buyer, and (b) the Purchase Price set forth in the Agreement, plus the actual cost of any permanent improvements made by Buyer to the Property, or (ii) repurchase the Property from Buyer for an amount equal to the Purchase Price set forth in the Agreement. Seller shall make the election within thirty (30) days after Seller becomes aware of Buyer's breach of the terms of this Addendum. If Seller elects option (i) above in the event of a Conveyance, the escrow agent handling the escrow shall disburse the funds to Seller in accordance with the formula established in (i) above. In the event the Seller elects option (i) above in the event of a Transfer, Seller shall pursue its legal rights against Buyer, unless the Transfer involves an escrow agent, in which case the escrow agent shall disburse the funds to Seller in accordance with the formula established in (i) above. If the Seller elects option (ii) above in the event of a Conveyance or Transfer, within five (5) days after Seller's election or as soon thereafter as possible, an escrow shall be created at _____ or another escrow company selected by Seller to consummate the purchase as specified herein, which escrow shall have a time limit of thirty (30) days. Said escrow shall be subject only to approval by Seller of a then current preliminary title report. Any exceptions shown thereon created after the Close of Escrow, and disapproved by written notice to Buyer through escrow, shall be removed by Buyer at its sole expense at or prior to closing of escrow. In the event that the Property or any portion thereof is encumbered by a mortgage, deed of trust or any other lien or encumbrance, Seller may instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Buyer through the repurchase escrow. Seller and Buyer shall each pay one-half of the escrow fees and all other costs or expenses shall be allocated between the parties in the manner that is customary in the market of the location of the Property. The "fair market value" shall be as determined by an independent appraiser appointed by Seller who shall be a member of the American Institute of Real Estate Appraisers with at least five (5) years of experience appraising similar properties in the location of the Property. The decision of the appraiser shall be final and binding. All fees for such appraiser shall be borne equally by Seller and Buyer.

8. **Notice of Conveyance or Transfer; Notices Generally.** Buyer shall notify Seller of any Conveyance or Transfer by Buyer during the Holding Period. Such notice shall be sent to Seller at least thirty (30) days prior to such Conveyance or Transfer. All notices that are given pursuant to this Addendum shall be in writing. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. Notices delivered by the United States Express Mail, Federal Express, Airborne Express or another overnight courier that provides next business day delivery (the "Express Courier") shall be deemed given on the next business day after deposit of the same with the Express Courier. Notice shall not be effective if sent by facsimile transmission. If notice is given or received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 P.M., it shall be deemed given or received on the next business day. For purposes of notice, the addresses of the parties are as follows, which may be changed by five (5) days prior written notice:

To Seller: Pulte Home Corporation
Attention: Vice President, Sales
11121 Carmel Commons Blvd, Suite 450
Charlotte, NC 28226

To Buyer: _____

Buyer(s): <<Primary Customer Last Name>>
Lot/Block: <<Lot/Block Full Number>>

9. **Hardship Situations.** The following events may constitute a "hardship" situation under which Seller may allow Buyer to complete a Conveyance or Transfer during the Holding Period, in Seller's discretion:
- a. A Transfer resulting from Buyer's death;
 - b. A Transfer by Buyer where the spouse of Buyer becomes the only co-owner of the Property with Buyer;
 - c. A Transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree;
 - d. A Transfer by Buyer into a revocable inter vivos trust in which Buyer is beneficiary;
 - e. A Transfer, Conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which Transfer, Conveyance, pledge, assignment or hypothecation will be released or reconveyed upon the completion of such performance;
 - f. A Transfer by Buyer (where Buyer is not self-employed) necessary to accommodate a mandatory job transfer required by Buyer's employer;
 - g. A Transfer by Buyer after the death of Buyer's spouse; or
 - h. A Transfer, which, in Seller's sole independent judgment, constitutes a "hardship" situation consistent with the intentions of this Addendum.

The provisions of this Addendum shall continue in full force and effect after any transfer described in subsections b, d, e and h, above.

10. **Survival Severability.** All of the representations and covenants contained herein shall survive the delivery and recordation of the deed conveying the Property from Seller to Buyer. The provisions of this Addendum shall be independent and severable, and determination of the invalidity, partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision of this Addendum or the Agreement.
11. **Subordination.** Buyer and Seller hereby acknowledge and agree that a violation of this Addendum by Buyer shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, and the covenants and provisions of this Addendum shall be inferior and subordinate to the lien of any such first mortgage or deed of trust recorded concurrently with the deed conveying the Property to Buyer.
12. **Recordation of Memorandum.** A memorandum of this Addendum may be recorded, at Seller's sole option, in the Official Records of Lancaster County at the Close of Escrow.

Buyer hereby declare under penalty of perjury that the foregoing representations are true and correct, and Buyer hereby agree to be bound by the foregoing agreements, executed this ____ day of _____, 20__ at _____, _____.

BUYER:

SELLER:

Buyer Signature

Date

Authorized Agent

Buyer Signature

Date

Cooperating Broker (Buyer's Broker)

By: _____
Its: _____

Buyer(s): <<Primary Customer Last Name>>
Lot/Block: <<Lot/Block Full Number>>

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Pulte Home Corporation

Attn: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**Memorandum**"), dated _____ for reference purposes, is executed in connection with that certain Purchase Agreement ("**Agreement**") dated as of _____ by and between Pulte Home Corporation ("**Seller**"), and _____ ("**Buyer**"), relating to _____ ("**Property**").

For good and valuable consideration, pursuant to the terms of the Agreement and specifically the Buyer Declaration and Occupancy Agreement attached thereto, Buyer has granted to Seller certain rights and remedies in the event Buyer conveys or transfers, or attempts to convey or transfer, Buyer's interest in the Property for a period of one (1) year from the Closing Date. In the event of Buyer's actual or attempted conveyance or transfer within such one (1) year period, Seller may elect, in its sole discretion, to either (i) receive payment by Buyer of damages in an amount equal to the difference between (a) the fair market value of the Property at the time of Buyer's sale or other transfer of the Property, less Buyer's customary costs of resale (such as broker's commission, escrow fees and title costs) actually incurred by Buyer, and (b) the Purchase Price set forth in the Agreement, plus the actual cost of any permanent improvements made by Buyer to the Property, or (ii) repurchase the Property from Buyer as more fully set forth in the Agreement.

SELLER:

BUYER:

By: _____
_____, Authorized Agent
for Seller

Date: _____

Date: _____

[Notarial Acknowledgement on Following Page]

Buyer(s): <<Primary Customer Last Name>>
Lot/Block: <<Lot/Block Full Number>>

STATE OF _____)
COUNTY OF _____) ss.
On _____, _____ before me, _____, Notary Public, personally appeared _____,
personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	TITLE OR TYPE OF DOCUMENT <u>Memorandum of Agreement</u>
	NUMBER OF PAGES _____
	DATE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

ALL-PURPOSE ACKNOWLEDGEMENT