

**BUILDERS ADDENDUM
For Graystone Commons**

Seller HESS HOME BUILDERS INC.

Buyer _____

Property _____

Agreement of Sale Dated _____

- I. SUBDIVISION NOTES: Buyer (s) hereby agrees to comply with the applicable Final Subdivision Notes and Restrictive Covenants as recorded in the County Office of Recorder of Deeds and available at the Graystone Manor Model home.
- II. CO-CONSTRUCT: Buyer (s) hereby acknowledge that Hess Home Builders utilizes Co-Construct interactive software for managing the building process. Buyer (s) agree that any selections that Buyers make through co-construct will be binding upon them. Hess Home Builders reserves the right to correct typos within Co-Construct related to pricing, selections or specifications.
- III. OPTIONS/UPGRADES: Buyer(s) hereby acknowledge that certain options/upgrades selected for their new home may or may not add a value to the home equivalent to the cost of said option/upgrade. Therefore buyer(s) agree that in the event the home does not appraise for the sale price as determined by the Buyer's/Lender's appraiser the Buyer will pay Builder in full the difference between the sale price and appraised value upon receipt of appraisal so long as the home appraises for a value equal or greater than BASE PRICE. Said payment shall be made directly to the Builder prior to options/upgrades being installed and shall be deemed non-refundable under any circumstances.
- IV. PERMITS AND ENERGIZED UTILITIES: Buyer and Seller agree to extend settlement date if there are delays in issuance of permits and/or the energizing of utilities into the home. If a moratorium of permitting occurs for any reason, Seller may terminate this agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to buyer and this agreement will be void.
- V. CHANGE ORDERS: Seller shall have total discretion as to whether a change order is approved. Written change orders with cost shall be prepared by Hess Home Builders Inc. to become part of the agreement of sale and signed by the Buyer and Seller. Change orders that are generated ten (10) business days after the agreement of sale is signed by the Seller, **MAY** incur an administrative fee of \$50.00 per item. Additional change order requirements are as follows:
 - a. 50% of change order(s) amount shall be prepaid to Seller before changes will be made.
 - b. Administrative fee for each item generated after ten (10) business days **MAY** be prepaid to Hess Home Builders Inc.
 - c. Cost of change order(s) and Administrative fees shall not be considered down monies and are not refundable.
 - d. Option prices for items listed in the specifications may be subject to additional charges of selected after construction has begun.

- VI. **SELECTION OF INTERIOR FINISHES:** All selections are subject to seller approval. Selections, if any, shall be chosen within the fifteen (15) business days of Seller signing the agreement. If selections are not completed within the then (15) business day period, Seller has the option to complete the selections. The cost of selections made that are above the Seller allowance shall be paid directly to Seller. Selection of some products may impact the ability of Seller to meet settlement date.
- VII. **INCLEMENT WEATHER CONDITIONS:** Buyer agrees that if construction of dwelling takes place during a time of year when the exterior cannot be completed funds for uncompleted items may be held by an escrow agent agreeable to Seller only if required in writing by the Buyer's lender. If required by buyer's lender, seller agrees to escrow any funds as may reasonably required, however, escrowed funds shall not exceed one and one half times the actual cost of items to be completed. Buyer and Seller agree that the Appraiser selected by the Buyer's lender for the transaction shall determine if items are completed for which funds are held, at which time the escrow agent shall release escrow funds directly to Seller.
- VIII. **GRADING AND SEEDING:** Final grading and seeding of lawn is part of the agreement. Seller shall not be responsible for proper care and watering of lawn and shrubs (if any). In the event of soil settlement around the foundation or soil displacement due to excessive rain or erosion, the Seller agrees, one time only, to supply soil and seed for a period of six (6) months from the date of settlement. Buyer will be responsible for soil and seeding after that one (1) time.
- IX. **EMERGENCY ESCAPE AND RESCUE OPENINGS DISCLOSURE:** Basements with habitable space and every sleeping room shall have a least one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement (International residential Code R310).
- X. **CURRENT AND FUTURE ASSESSMENTS:** Buyer understands that property taxes, water and sewer rents, sidewalk and streetlight maintenance, and other assessments (if any) are assessed by and payable to the applicable governing authorities.
- XI. **BUILDER WARRANTY:** A Hess Home Builders Inc. limited warranty shall be incorporated into and made part of this agreement, a copy of this warranty shall be signed by the Buyers and the Sellers prior to closing.
- XII. **MOLD:** Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. As explained in our warranty we will repair or replace defects in our construction for a period of years as defined in the warranty furnished. Seller will not be responsible for any damages caused by mold, or by some other agent, that may associated with defects in construction, to include but not be limited to, property damage, personal injury, loss of income, emotional distress, loss of life, loss of use, loss of value, and adverse health effects. Or any other losses or damages.
- XIII. **RADON:** As part of the standard construction package a passive Radon system will be installed in every home. Seller makes no representation regarding the absence or presence of radon gas. Buyer agrees that seller is not responsible for any cost associated with the testing and/or mitigation of radon.
- XIV. **SINK HOLES:** Sink holes are a naturally occurring feature of limestone soil in Lancaster County. Buyer hereby acknowledges that most standard hazard insurance policies do not have a provision to cover damage from and repair of sink holes. Such coverage may be obtained in the form of an insurance rider to the homeowner's policy. Buyer is encouraged to discuss these options with their insurance carrier. Furthermore, buyer hereby agrees to hold harmless seller and forever discharge any liability to seller for any damage caused by or the repair of sink holes.

XV. SITE GRADING AND EXCAVATING:

A. Sellers will grade each property as per the Final Subdivision and Land Development Plan for Graystone Commons as approved by East Petersburg Borough and Lancaster County Planning Conservation District. Said grading plan does allow for the sheet flow of storm water through multiple lots in order to reach its designed collection point. Said Storm Water is collected from surface water and roof spouting.

B. Seller will locate and install property corner pins one (1) time only.

C. Buyer(s) agree and accept responsibility to maintain the rain garden (storm water facility) located on their respective lot(s) per requirements of the Operation and Maintenance of PCSM Facilities located on page 10 of 22 of the Recorded Plan set.

D. Buyer(s) acknowledge receipt of the New Property Owner Post-Construction Stormwater Management Best Management Practice(s) Notification and Operation and Maintenance Agreement as prepared by Pennsylvania DEP.

E. Buyer (s) acknowledge that this property is in close proximity to an active quarry. Hess Home Builders Inc. will not be responsible for any damage or perceived damage as a result of any potential blasting at the quarry site.

XVI. INSPECTIONS:

A. Buyers are permitted to inspect their home during construction.

B. Buyers shall not disturb and/or communicate with Sellers employees and/or subcontractors. Buyers shall direct all questions concerning the construction work directly to Seller or Seller’s Agent or Project Manager.

C. Buyer(s) attest to the fact that they are aware of the potentially dangerous conditions that are present on a construction site. Buyer(s) will be solely responsible for protecting family members, personal representatives and themselves during visits to the site. In addition, Buyer(s) agree that they will not hold Hess Home Builders liable or bring suit against either they or any of their subcontractors or representatives, for any accidents or damage that may occur to themselves, family members, personal representatives, or personal property of these parties on the job site during the entire term of construction. Finally, to help prevent any possibility for an accident, Buyer(s) agree that they will not bring or allow any children onto the job site.

XVII. SELLER DISCRETION: The model home (if any) is only a general representation of one style of home and of the workmanship. Buyer understands that placement of all building components shall be at the Seller’s discretion. **The Seller reserves the right to replace any of the materials, systems, appliances and finishes with that of like kind.**

XVIII. DISCLOSURE: Buyer(s) acknowledge that Randall L. Hess is a licensed Realtor in the Commonwealth of PA and is the President of Hess Home Builders Inc

Seller and Buyer agree that the terms of this addendum, if applicable, shall survive settlement.

Witness

Buyer

Date

Witness

Buyer

Date

Witness

Seller

Date

