

**ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE  
STONEGATE COMMONS**

PROPERTY \_\_\_\_ Stonegate Commons Lot # \_\_\_\_\_

SELLER \_\_\_\_ Gerald R. Horst owner of record (Horst & Son Inc. – Builder) \_\_\_\_\_

BUYER \_\_\_\_\_

DATE OF AGREEMENT \_\_\_\_\_

Intending to be legally bound hereby the Seller and Buyer agree as follows:

This Addendum to the Agreement of Sale contains the following Subparts:

SUBPART A - ADDITIONAL TERMS

SUBPART B - DESCRIPTION OF MATERIALS

SUBPART C - LIMITED WARRANTY

SUBPART D – PUBLIC OFFERING ACKNOWLEDGEMENTS

SUBPART E – HOMEOWNERS ASSOCIATION INFORMATION

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Buyer Initials

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Seller Initials

**SUBPART A – ADDITIONAL TERMS  
STONEGATE COMMONS**

- I. **SUBDIVISION NOTES:** Buyer hereby agrees to comply with the applicable Final Subdivision Notes and Deed Restrictions, if any, as recorded in the County Office of Recorder of Deeds.
- II. **EXTERIOR DESIGN, TEXTURES AND COLORS:** To the extent they are available for Buyers selection, all design, textures and colors are subject to Seller and/or developer approval.
- III. **CHANGE ORDERS & ALTERATIONS:** Seller shall have total discretion as to whether a change order or alteration is approved. **NOTICE: THE COST OF CHANGE ORDERS AND ALTERATIONS, IF ANY, SHALL BE PAID DIRECTLY TO THE SELLER OR SELLER'S VENDOR WITH THE ORDER. THE DIRECT PAYMENT WILL BE NONREFUNDABLE.** The agreement shall not be (or amended to be) subject to financing any sum of these orders. Each order requested and approved beyond 10 business days of the execution date of this agreement will have a \$250 service charge paid to Seller.  
After 30 days, no changes will be made.
- IV. **SELECTION OF PRODUCTS PROVIDED BY VENDORS:** All selections are subject to Seller approval. Selections, if any, shall be chosen within ten (10) business days of Seller signing the agreement. If selections are not completed within the ten (10) 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 vendor. Selection of some products may impact the ability of Seller to meet settlement date.
- V. **INCLEMENT WEATHER CONDITIONS:** If construction of dwelling takes place during a time of year when the exterior cannot be completed, and if required by Buyer's lender, Seller agrees to escrow funds as may reasonably be required, however escrow funds shall not exceed one and one half times the actual cost of items to be completed. Buyer and Seller agree that lender's appraiser shall determine if items are completed, for which funds are held, at which time the escrow agent shall release the funds directly to Seller.
- VI. **GRADING AND SEEDING:** In the event of soil settlement around the foundation or soil displacement due to excessive rain or erosion, the Seller agrees to supply soil only for a period of three (3) months from the date of settlement. Buyer will be responsible for soil distribution and reseeded as needed. **Note:** If lawn was not seeded due to Inclement Weather Conditions, Seller will come back up to three (3) months from when lawn is seeded.
- VII. **BOUNDARY PLANTINGS AND FENCES:** Buyer agrees to delay installation of any plantings or fences within ten feet of property boundary until adjacent property(s) is graded and seeded unless written consent is received from Seller.
- VIII. **EMERGENCY ESCAPE AND RESCUE OPENINGS DISCLOSURE:** Basements with habitable space and every sleeping room shall have at 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).
- IX. **RELEASE OF LIENS:** A bond of indemnity will be provided in place of a release of liens, prepared by the Title Company/Attorney at no charge to the Seller. If a release of liens is requested on behalf of Buyer, a \$500.00 charge shall be paid to Seller at the time of the request. The request and payment must be received thirty (30) days prior to the date of settlement.

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**SUBPART B – DESCRIPTION OF MATERIALS  
STONEGATE COMMONS**

**1. FOUNDATION**

Foundation walls: 8' 2" Superior Walls  
Footers – Garage & Porch(s): Concrete block on poured concrete footer  
Girders: Steel I beam and Post(s) per print  
Basement floor: 3" thick concrete w/ a trowel finish  
Radon provision: Passive System Crushed Stone base w/ pipe extending from below basement floor through roof. A receptacle for future fan in attic.

**2. EXTERIOR WALLS**

Framing: 2x6 studs – 16" on center  
Sheathing: 7/16" O.S.B. (Oriented Strand Board) WRAP: Moisture Barrier  
Siding: Vinyl  
Wall Height: 8'  
Manufactured Stone veneer: Per print

**3. ROOF**

Framing: Roof trusses, engineered for each home, placed 24" on center  
Sheathing: 7/16" O.S.B. (Oriented Strand Board)  
Roof surface: Thirty (30) year architectural shingles with ridge vent

**4. INTERIOR FRAMING**

Floor joists: 2x10 floor joists 16" on center  
Sub-floor: 3/4" tongue & groove O.S.B. (Oriented Strand Board) sub-floorings; glued & nailed  
Partitions: 2x4 studs - 16" on center

**5. WINDOWS & DOORS**

Basement windows: Egress window, placement determined by grade or Vinyl sliding door if daylight basement  
Windows: White Vinyl Single Hung Low E w/ grids & screens and fixed glass windows  
Exterior doors: Front door – insulated door w/ doorbell; Rear door – Glass sliding door w/ vinyl frame & screen or 15 lite steel door  
Interior doors: 6 panel paint grade doors w/ knobs

**6. EXTERIOR TRIM**

Soffit, Fascia, Trim: Aluminium fascia & trim; vinyl soffit  
Shutters: Vinyl shutters or wide window trim  
Spouting: Seamless aluminum

**7. INSULATION**

Exterior walls of living area: R-21 Batt  
Ceiling above living area: R-49 Blown

## 8. STAIRS

Basement: Boxed stairs made w/ yellow pine treads  
2<sup>nd</sup> Floor Stairs: Boxed stairs made w/ yellow pine treads covered w/ carpet

## 9. PLUMBING

Water lines: Plastic  
Soil lines: PVC  
Water heater: Fifty (50) gallon electric hot water heater  
Sump: Pit only or Pipe to daylight for certain daylight basements  
Washer/Dryer hook-up: Washer & electric dryer hookup;  
Fixtures: Chrome fixtures supplied by builder throughout house  
Exterior hose bib: One (1) in rear, one (1) in garage

## 10. ELECTRIC

Main panel: 200 amp service  
Ceiling fan rough-in: All bedrooms and family room pre-wired for ceiling fan and light  
Receptacles: Number and placement of electrical outlets per code requirements  
Smoke detectors: Hardwired & battery backup on all floors – placement per code  
Fixtures: Exterior and interior fixtures supplied by builder, no credit given  
Telephone/Cable: 1 Telephone in kitchen; 1 cable in each bedroom and 1 in living area

## 11. HEATING/COOLING

Unit: Natural gas heat w/ electric central air conditioning

## 12. INTERIOR FINISHES

Wall surface: Drywall, fastened w/ glue & screws  
Paint: One coat of flat paint on walls and ceiling;  
Semi-gloss shade of white paint on trim & doors  
Trim: 5 ¼" Baseboard and 3 ¼" Casing  
Shelving: Wire closet shelves

## 13. FLOOR COVERING

Carpet & vinyl: Choose from Builder's Selection

## 14. BATHS

Tub(s) & shower(s): White one (1) piece fiberglass unit with shower rod  
Toilets: White water savers  
Vanities: One (1) piece cultured marble counter top w/ molded bowls  
Powder Room: Pedestal Sink  
Mirrors: Plate glass – one (1) at each vanity  
Exhaust fan: One (1) per bathroom

## 15. KITCHEN

Cabinetry: Cabinets – choice of standard stains  
Counter top: Laminate countertop w/ 4" backsplash  
Sink: Stainless steel double bowl  
Range: Stainless Steel Electric Smooth top Range  
Dishwasher: Stainless Steel  
Microwave: Stainless Steel microwave installed over the range with fan  
Disposal: Included

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**16. GARAGE**

Electrical: One (1) outlet; Socket & bulb for lighting  
Floor: Sloped concrete  
Walls: Unfinished - drywall fire-taped on ceiling and common wall with house  
Overhead door: Insulated metal; carriage style  
Door Opener(s): Electric with two (2) remotes

**17. OUTDOOR AREAS**

Porch: Concrete front stoop. Front porch may be included on certain plans; refer to specific house plan  
Deck/Patio: Pressure Treated Deck or Floating Concrete Slab; refer to plan  
Walk: Concrete from driveway or public walk to front porch  
Driveway: Macadam  
Elec. Outlets: (1) Front, (1) Back

**18. LANDSCAPING**

Lawn: Graded and seeded  
Landscaping: None

**Seller reserves the right to replace any of the materials, units, appliances, and finishes with that of like kind.**

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**SUBPART C - LIMITED WARRANTY  
STONEGATE COMMONS**

**1. ONE (1) YEAR COVERAGE**

This Limited Warranty commences on the date of settlement, or the date of occupancy, whichever occurs first, and continues for a period of one (1) year from that date. **This Limited Warranty is in effect only if Builder is in receipt of entire sales price.**

**2. COVERAGE PROVIDED**

During the term of this warranty, and subject to the terms and conditions listed herein, the Seller warrants the home against defects in materials and workmanship in the following items:

- A. The Central Heating, Cooling, and Ventilation Units and their Components.
- B. The Plumbing Unit and its Components.
- C. The Electrical Unit and its Components.
- D. Structural and Finish Components.
- E. Windows, Doors, and Hardware.
- F. The Roof and its Components

The Building Industry Association of Lancaster County's Contractor Quality Commitment Program provides a booklet with approved guidelines for typical construction defect standards. (Building Industry Association 1794 Oregon Pike, Lancaster, PA 17601. 717.569.2674). These standards will be used to determine if a defect exist and the possible remedy. Should the Quality Commitment Program in any way contradict this Limited Warranty the terms of this Warranty shall take precedence.

**3. REQUEST FOR WARRANTY SERVICE**

An Owner with a Limited Warranty Complaint shall submit a clear and specific **written** request to the Builder at the address shown on this Limited Warranty. Except for an emergency, no Limited Warranty work will be performed until complaint is in writing.

**4. REMEDY**

Upon receipt of a written complaint the Seller will within a reasonable time examine an alleged defect to determine if this Limited Warranty covers it. A defect covered by this Warranty will be repaired, replaced, or replaced with item of like kind at Builder's expense. Builder reserves the right to charge the Owner a reasonable sum per service call for any request not covered under this Limited Warranty. Any repair or replacement shall not extend the Warranty term. The total liability of this Warranty is limited and shall not exceed the purchase price of the home.

**5. CONSEQUENTIAL DAMAGES**

Limited Warranty coverage does not include consequential damage or inconvenience resulting from a defect.

**6. DISCOLORING**

Repair or replacement of interior and exterior surfaces including driveways and sidewalks will be limited to the defective area. Seams and color variations are a normal consequence of repair.

**7. RIGHT OF ACCESS**

Owner must provide the Builder access to property during normal weekday business hours to perform its obligations under this Warranty. Failure to provide such access will relieve Builder of its obligations.

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## 8. NON-TRANSFERABLE

This Limited Warranty is not transferable and will terminate if property is abandoned.

## 9. EXCLUSIONS

This Limited Warranty shall not extend to, include, or be applicable to:

- A. Damages or losses resulting from accidents, civil commotion, acts of God or Nature including but not limited to: windstorms, wind driven water, freezing, floods, sink holes, hail, lightning, fallen trees, earthquakes, explosions, fire, smoke, water escape, or changes in underground water table.
- B. Any condition which does not result in actual physical damage to the home including but not limited to: inhabitability or health risk due to presence or consequence of unacceptable levels of radon gas, mold, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials.
- C. Coverage on appliances and items of equipment including but not limited to: water heaters, pumps, stoves, ranges, ovens, refrigerators, garbage disposals, dishwashers, washer and dryers, furnaces, air conditioning units, heat pumps, and other similar items is for one (1) year or the manufacturer's written warranty period, whichever is more. Seller hereby assigns any and all manufacturer's warranties to Owner.
- D. Any soil erosion/sedimentation or storm water control management systems that are approved by a governing jurisdiction.
- E. Shrinkage, cracks or movement in concrete foundation, basement walls and slab, and garage floors, which are within normal design performance criteria.
- F. Normal and usual cracks, nail pops, twisting or movement in walls, ceiling, exterior and interior trim and finished items caused by drying, aging or shrinkage of building products.
- G. Floor squeaking and clicking noises caused by interactions among flooring, joists and subfloors when they move.
- H. Existence of a dry basement or loss or damage caused by or resulting from seepage of water. Dampness or condensation due to failure of the Owner to maintain adequate ventilation.
- I. Personal property damage or bodily injury or punitive damages.
- J. Any defect, damage, or loss which is caused or aggravated by negligence of Owner or anyone other than the Builder or his employees, agents, or subcontractors.

## 10. APPENDIX – SEE ATTACHED

**Horst & Son, Inc.**  
**120 North Pointe Blvd. Suite 101**  
**Lancaster, PA 17601**

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## **APPENDIX** to Limited Warranty – Stonegate Commons

### **DRYWALL**

Areas of the home heated and cooled within a temperature range of 60 to 80 degrees are Warranted. Areas such as garages, 3-season rooms, bonus rooms or basements, if not heated and cooled as above, are not warranted.

Within the first-year anniversary, upon homeowners request, a representative of K2D Contracting will perform a one-time inspection. The inspection will be at no charge if warranty work is observed. Non-warranty work can be performed at a quoted price. Follow up painting is not provided by the warranty.

To self-determine warranty eligibility; using natural light stand roughly 6 feet from the surface being observed.

Warranted. Cracks in plaster wall and ceiling surfaces. (Small round cracks, tape blister or a crack wide enough to insert a credit card.)

Not warranted. Depression or slight mounds over nails. Hairline cracks or other slight imperfections.

Please direct warranty concerns to Jason Andrews at K2D Contracting. Email: [jason@k2dcontracting.com](mailto:jason@k2dcontracting.com) or call 717-808-7540.

### **LAWN CARE**

The homeowner is responsible for the care and growth of the new lawn. Lawn is not a Warranted item. Early preparation will go a long way to ensuring success in establishing a lawn that increases the beauty of the home and provides for outdoor enjoyment!

Here are some things to place on the To-Do-List immediately upon closing.

1. Proper Watering and Mowing.  
More new lawns fail due to improper follow-up care within the first 4 to 8 weeks than any other time. Information source: Care of newly-established turf at [plantscience.psu.edu](http://plantscience.psu.edu).
2. Proper Fertilization and Weed Control.  
Certain products should not be applied to new lawn. Read the directions and understand the proper use of the product such as, crabgrass and weed control before you purchase for use on your lawn.

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### 3. Soil Testing.

Every property's soil is uniquely different so it is helpful to know what nutrients (pH, phosphorus, potassium) should be applied to your lawn. Testing sample kits can be picked up at 1383 Arcadia Road, Lancaster, Pa 17601. Phone: 717-394-6851.

Information source: [extension.psu.edu/lancaster](http://extension.psu.edu/lancaster).

It is recommended that the homeowner work with a professional lawn care service to help establish the lawn. [www.lawncareofpa.org](http://www.lawncareofpa.org). Weather conditions and the time of year the grass seed is applied will determine the timing for normal types of care.

### **Mold, Fungi and Indoor Air Quality**

Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses. Mold is not a warranted item. Information about indoor air quality issues is available at: 1) Pennsylvania Department of Health, Phone 1-877-724-3258; 2) Centers for Disease Control and Prevention (CDC), Web site (<https://www.cdc.gov/mold/>) provides information about mold and health and links to mold-related resources.

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**SUBPART D – PUBLIC OFFERING ACKNOWLEDGEMENTS  
STONEGATE COMMONS**

**STONGEGATE COMMONS PHASE 3**

**New Property Owner Post-Construction Stormwater Management Best Management Practice(s) Notification and Operation and Maintenance Agreement**

**BE ADVISED, THE PROPERTY YOU ARE PURCHASING OR OBTAINING, VIA OTHER TRANSFER METHOD, CONTAINS POST-CONSTRUCTION STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICE(S) (PCSM BMPs) WHICH ARE SUBJECT TO A LONG-TERM OPERATION AND MAINTENANCE PLAN (O&M PLAN). THAT O&M PLAN HAS BEEN RECORDED AS PART OF A DEED RESTRICTION THAT AFFECTS THIS PROPERTY. PRIOR TO OBTAINING THIS PROPERTY, YOU SHOULD FULLY UNDERSTAND YOUR LONG-TERM OPERATION AND MAINTENANCE OBLIGATIONS, AS THEY APPLY TO THE ASSOCIATED PCSM BMP(s).**

Property Identification:

Municipality: Conewago Township

County: York

Lot #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

The following PCSM BMP(s) are located on this property: SOIL AMENDMENTS, STREET TREES & SEEPAGE BED(S)

THE HOMEOWNER IS RESPONSIBLE FOR THE LONG TERM MAINTENANCE AS DETAILED BELOW:

SOIL AMENDMENTS:

1. AVOID HEAVY VEHICULAR TRAFFIC WHICH MAY CAUSE COMPACTION OF THE AMENDED AREAS.
2. KEEP AMENDED SOILS PROPERLY VEGETATED AT ALL TIMES, PERIODIC WATERING OF LAWN MAY BE REQUIRED
3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR SOIL AMENDMENT PROCEDURE AND MAINTENANCE

STREET TREES:

1. STREET TREES SHALL BE PLANTED BY THE DEVLOPER (1-1/2" MIN. CALIPER)
2. MAINTENACE RESPONSIBILITY: ANY TREES WHICH DIE WITHIN EITHTEEN (18) MONTHS OF PLANTING SHALL BE REPLACED BY DEVELOPER AT HIS EXPENSE. ANY TREES WHICH DIE AFTER THE EIGHTEENTH (18) MONTH PERIOD SHALL BE REPLACED WITHIN SIX (6) MONTHS

SEEPAGE BED(S):

1. INSPECT BED AT LEAST FOUR TIMES A YEAR, AS WELL AS AFTER EVERY STORM EVENT EXCEEDING 1 INCH

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2. DISPOSE OF SEDIMENT, DEBRIS, TRASH, AND ANY OTHER WASTE MATERIAL, REMOVED FROM THE BED AT SUITABLE DISPOSAL/RECYCLING SITES AND IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS
3. EVALULATE THE DRAIN DOWN TIME OF THE BED TO ENSURE THE MAXIMUM TIME OF 72 HOURS IS NOT BEING EXCEEDED. IF DRAIN DOWN TIMES ARE EXCEEDING THE MAXIMUM, DRAIN THE BED VIA PUMPING. CLEANOUT PERFORATED PIPING
4. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR SEEPAGE BED MAINTENANCE

**I UNDERSTAND AND AGREE WITH THE LONG-TERM OPERATION AND MAINTENANCE RESPONSIBILITIES OUTLINED ABOVE AND AS THEY APPLY TO THE PCSM BMP(S) ON THE PROPERTY I AM PURCHASING.**

\_\_\_\_\_  
Purchaser, Grantee or Transferee Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Purchaser, Grantee or Transferee Signature Date

\_\_\_\_\_  
Printed Name

EXHIBIT SEVEN

Acknowledgement

Page 1 of 2

This will acknowledge that \_\_\_\_\_  
("Buyers), who have entered into an Agreement of Sale for Unit No. \_\_\_\_\_ in the  
Planned Community known as Stonegate Commons Phases III and IV in Conewago Township, York  
County, have this day received a copy of the Public Offering Statement for Stonegate Commons  
Phases III and IV, a Planned Community. Buyers have executed both copies of this  
Acknowledgement. Page 1 of 2 is intended to be kept in this Public Offering Statement booklet for  
Buyer's future reference. Page 2 of 2 is to be removed after execution and delivered to the  
Declarant after the Acknowledgement is executed.

WITNESS:

BUYER:

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\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT SEVEN

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Page 1 of 2

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WITNESS:

BUYER:

\_\_\_\_\_  
  
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\_\_\_\_\_  
  
\_\_\_\_\_

DATE: \_\_\_\_\_

**SUBPART E – HOMEOWNERS ASSOCIATION INFORMATION  
STONEGATE COMMONS**

**STONEGATE COMMONS HOMEOWNERS ASSOCIATION INC.**

Sowers Realty Services  
(717) 665-3826  
William Rittenhouse (717) 285-2301  
Fax: (717) 664-1076

**INITIAL ASSESSMENT FEE:**     \$250

**CURRENT COMMON AREA MAINTENANCE FEE:**     \$215/Annually

The lot which is the subject of the Agreement will be incorporated into the STONEGATE COMMONS Planned Community and Homeowners Association prior to closing.

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Seller Initials

All terms of these subparts shall survive settlement.

**BUYER AND SELLER HAVE RECEIVED, UNDERSTAND AND AGREE TO THIS ENTIRE ADDENDUM AND ALL SUBPARTS CONTAINED HEREIN.**

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

NOTICE TO PARTIES: WHEN SIGNED THIS ADDENDUM IS A LEGALLY BINDING CONTRACT. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

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

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

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Please provide Buyer information that may prove helpful for urgent communication.  
Please print or type.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address