

**ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE
WABASH LANDING**

PROPERTY _____

SELLER _____ Earl King Construction _____

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 – SPRINKLER SYSTEM

SUBPART E – HOMEOWNERS ASSOCIATION INFORMATION

**SUBPART A - ADDITIONAL TERMS
WABASH LANDING**

- I. **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.
- II. **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 reseeding 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.
- III. **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.
- IV. **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).
- V. **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.

**SUBPART B – DESCRIPTION OF MATERIALS EARL KING CONSTRUCTION
WABASH LANDING**

CONSTRUCTION SPECIFICATIONS

SCOPE OF WORK

Lot # 2, Wabash Landing

DIV 1 General Requirements

Plans

- Architectural Drawings to be provided by Earl King Construction

Permits

- Required East Cocalico Township building permits and inspections to be lifted and scheduled by Earl King Construction.
- Sewer connection, water tapping fee, water contribution fee and water meter will be paid for and installed for by Earl King Construction.

Engineering

- Engineering / Sealed drawings supplied by Earl King Construction.

Cleaning

- Home is to be final cleaned including washing windows on inside, washing floors, vacuuming all carpet areas, cleaning all fixtures, wiping out all cabinetry, and wiping all wood work.

DIV 2 Site Work

Storm Water Management

- Storm water management as per township municipality requirements to be the responsibility of the Sunview Partners, LP.

Excavation

- Dig basement, provide and place crushed stone and grading of basement and crawl space
- Supply and place driveway crushed stone, rough grading shaping driveways
- Backfill basements, tamp porches and garages and shape / rough grade lots
- Trenching sewer and water piping approximately 30' to 35' (up to 7' depth) from front of unit to street curb and backfilling after sewer pipe are installed with ¾" crushed stone
- Shaping, rough grading and spreading topsoil is included

Site Utilities

- Hook ups for electric, telephone and cable TV to be scheduled by Earl King Construction.

Public Water Connection

- Water connection from house to street is included.

Public Sewer Connection

- Sewer connection from house to street included.

Asphalt Paving

- Fine grading of ¾" x 6" 2A modified (dirty chip) crushed stone on driveway and compacted
- 2" Base coat of asphalt laid over 6" 2A modified stone base and compacted

Landscaping

- Landscape package included for the front and the rear where the home faces the ally.
- Development street trees are the responsibility of Sunview Partners, LP.

Seeding

- Fine grading and seeding
- Watering shall be maintained when necessary by Earl King Construction up to time of Settlement. After Settlement of unit, the watering of shrubs and grass around the unit shall be the responsibility of the unit owner, until grass and shrubs are established.

DIV 3 Concrete

Foundation Walls

- 8' high poured concrete foundation walls as per plan detail
- Any exposed foundation wall shall be covered with dryvit
- Vinyl basement window with screen as per plans
- One (1) 48" x 48" Monarch Quarry View ScapeWell w/ egress ladder attached to foundation
- 10" Anchor bolts embedded in poured wall and spaced 6' o.c.
- Perimeter drain installed outside of basement and drained into sump pit and pumped to grade

Footers

- Wall footers - stone footer as per superior wall specifications
- Foundation wall footers - Poured concrete footer with rebar run continuously as per- plans
- Lally column footer pads 24" x 24" as per plan
- Sump pit in each unit

Concrete Flat Work

- All concrete slabs to be 3" - 4" thick poured concrete with expansion joints per 144 sf.
- Basement and garage slabs and all exterior concrete to be sealed with concrete sealer
- Basement and garage slabs to be poured over 6" – 8" crushed stone base
- Garage concrete slabs to be sloped towards overhead door
- 6 Mill poly vapor barrier below basement concrete

- Public street sidewalks poured 3"- 4" as per township requirements
- Concrete sidewalks poured from front steps to public sidewalk
- All concrete walks and front porch slabs to be poured over 6" – 8" crushed stone base.
- Poured concrete patio as per plan

DIV 4 Masonry

Block Work

- Porch and garage foundation walls to be 8" block with a minimum of 5 courses
- Any exposed foundation wall shall be covered with dryvit

2" Cultured Stone Veneer

- 2" Cultured Stone Veneer with standard moulds and mortar color as per Wabash Landing standard selections

DIV 5 Metals

Structural Steel Beams and Columns

- Main support beams and columns to be heavy gauge steel with primer
- Steel columns 3" diameter, primed and set on concrete column pads

DIV 6 Woods & Plastics

Framing

- 2 x 6 Treated wood sill plates set on poly sill sealer and through bolted to foundation
- 2x10 SPF joists (16"o.c)
- 2x10 SPF rim boards
- Wood joist bridging every 8' joist span
- Sub-flooring ¾" T&G Aspenite (OSB) glued and nailed to joists
- Exterior house and garage walls 2 x 6 x 9' (24"o.c.)
- Exterior walls sheathed with ½" Aspenite (OSB) wall sheathing and covered with poly house wrap.
- Roof framing – Pre engineered trusses 24"o.c. sheathed with ½" Aspenite including H-clips between trusses and covered with roof paper.
- All roof eaves to have Ice & Water Guard
- Roof over hangs to be 12" on front, and rear with gable overhangs as specified on plans.
- Fascia boards to be 2 x 6 on gables and eaves
- Interior walls 2 x 4 studs (16"o.c.) with interior bearing walls 2 x 6 (16"o.c.)

Stairways

- Basement stairs to be yellow pine box stairs with a # 230 fir handrail
- First to second floor stairways to have yellow pine treads, risers and skirt boards covered with carpet
- Oak stairway & balcony railings Coffman #6010
- Painted stairway & balcony balusters Coffman # 5060
- Painted Oak stairway & balcony newel posts Coffman # 4005

Porch Posts

- 7 1/4" Square Azek posts with base & cap
- PVC Vinyl railing Model style

Millwork

- Interior trim to be primed MDF
- 2 ¼" wide window and door casing
- 1" x 2" MDF window extension jambs
- Popular 5/4" x 5 ¼" window sills on most windows with some windows picture framed.
- 4 1/4 wide beaded baseboard on first floor and 3 ¼" wide beaded baseboard on 2nd floor and all closets.
- Garage door jambs to be trimmed with Azek jambs
- Interior doors, six panel, hollow core, Masonite 1 3/8" thick pre-hung, paint grade wood jambs
- Interior door locksets to be Schlage F Series Accent style handles in brushed nickel

Kitchen Cabinets and Tops / Vanities and Tops / Cabinet Installation

- Red Oak or soft Maple stock cabinets
- Formica kitchen counter top with 4" Formica backsplash
- Raised drawer heads in kitchen
- Semi concealed knife hinges in kitchen
- Red Oak or Soft Maple bath vanities
- Cultured Marble bath vanity tops
- Choice of standard hardware on kitchen & bath cabinetry

DIV 7 Thermal & Moisture

Insulation

- Exterior house walls R-21 fiberglass batts
- Exterior garage walls R-13 fiberglass batts
- First floor joists R-30 fiberglass batts
- Second floor ceilings R-38 fiberglass batts or blown
- Styro-vents between trusses 12" x 24"
- Super seal package – seal around doors and other penetrations to un-heated areas.
- Seal all exterior wall plates and double stud joints.
- Fire caulking package

Shingles

- Self sealing Certaineed 30 year architectural (Dimensional) shingle nailed to OSB roof sheathing
- Shingle over roof vent

Flashing and Sheet Metal

- All flashing to be aluminum
- White aluminum roof edgings and aluminum step flashing and counter
- Roof valleys to be Ice & Water Guard and shingled through the valley

Siding

- All exterior siding to be a vinyl as per plans

Soffit and Fascia

- All roof overhangs to be covered with a perforated beaded vinyl soffit material.
- All face boards to be covered with a 6" aluminum fascia
- Vinyl exterior light blocks, hose bibs, and meter bases as per plan

Gutters and Downspouts

- 4" Seamless aluminum K gutter installed with hidden hangers
- Downspouts as required with splash blocks

DIV 8 Doors and Windows

Windows

- New Construction white vinyl single hung and casement windows as per plan
- Sculptured grills between the glass in all units
- Low-E glass and half screens

Exterior Doors

- Therma-Tru Smooth Star Fiberglass entry doors as per plans
- Adjustable Threshold
- Entry doors to have dead bolt keyed alike
- Sliding patio door to be New Construction white vinyl with sculptured grills between glass, with sliding screen
- Front door to have Schlage F Series Plymouth Style pitcher handle with Access handle on interior and single cylinder deadbolt in brushed nickel finish
- Exterior door locksets to be Schlage F Series Accent handles in brushed nickel finish

Overhead Doors

- 16' x 7' CHI 5251 raised panel insulated steel overhead door with decorative handles and hinges
- LM891 Formula I belt drive overhead door openers with two (2) remotes
- One wireless keyless entry

DIV 9 Finishes

Floor Covering

- Fernwood 6" Luxury Vinyl Planks
 - Installed in foyer, Living Room, Dining Room, Kitchen, Laundry and Powder Room
- Carpet & Padding
 - Installed in bedrooms, family room, stair and 2nd floor hallway,
- Vinyl & Underlayment
 - Installed in bathrooms

Drywall

- Drywall ½" board to be installed in house on walls and ceilings, with glue and screws, spackled, sanded and painted
- Drywall 5/8" fire code board to be installed on garage house party wall and ceiling of garage (one layer) with living space above, with glue and screws, spackled, sanded painted
- ½" XP drywall (moisture resistant) on walls around tubs and showers
- Metal angled outside corner beads

Painting and Staining

- Two (2) coats of neutral latex flat paint (same color), sprayed and rolled on walls, ceiling and trim
- One (1) additional coat of a semi gloss paint on all interior doors and trim (white)
- Exterior doors and exterior trims are painted with two coats of latex paint
- One (1) coat of neutral latex flat paint (same color), sprayed on garage walls and ceiling
- Stairway cap board and railing stained and sealed with two (2) coats of a polyurethane
- Stairway newel posts, railing balusters to be painted with a semi-gloss paint (white)

DIV 10 Specialties

Closet Shelving

- Epoxy coated wire shelving
- Cloth closets to have one (1) 12" shelf and rod
- Linen closets to have four (4) 16" shelves

Bathroom Accessories – (Chrome to match faucets)

- Plate glass mirrors with beveled edge over bath vanities
- towel bars and towel ring in bathrooms
- One (1) paper holder in each bath
- Shower rods at tubs and showers

DIV 11 Equipment

Standard Appliance / Installation

- Whirlpool WFE510OHS Smooth top electric range in stainless steel
- Whirlpool WMH31017HS over the range microwave in stainless steel
- Whirlpool WDF331PAHS dishwasher in stainless steel

DIV 15 Mechanical (Plumbing)

Master Bathroom

- One 48” white shower with seat and a Delta T14232 chrome faucet
- One white Gerber VP-21-502 toilet
- Two vanity bowl hook-ups with Delta 2532 LF-MPU chrome faucets

Main Bath

- One 60” white tub/shower with Delta T14432 chrome faucet
- One white Gerber VP-21-502 toilet
- One vanity bowl hook-up with Delta 2532 LF-MPU chrome faucet

Powder Room

- One white Gerber VP-21-502 toilet
- One Gerber 22-514 white pedestal lav Delta 2532 LF-MPU chrome faucet

Kitchen

- Double bowl stainless steel kitchen sink and Delta 9178-DST faucet
- Dishwasher hookup
- Ice maker line to refrigerator

Miscellaneous

- Electric 50 gallon hot water heater. - Washer hookup
- One frost proof faucet
- One faucet in the Garage
- Pex water supply lines and PVC drain lines
- Water conditioners & filters are not included
- Sump pump as per code
- Preparatory 3” PVC pipe from basement or crawl space to attic for future radon venting.
- Radon mitigation system is not included.

DIV 15 Mechanical (HVAC)

- 92% Natural gas forced hot air furnace with 13 seer air conditioning
- Programmable thermostat with single zone

DIV 16 Electrical

- All electrical as per code (Receptacles, switches & fixtures)
- One (1) 200 amp service with 30 space panel box including labels
- Garage door overhead door ceiling receptacle
- One telephone outlet
- Five cable outlets
- Two (2) outside receptacles
- Door bell Nutone # 663LN at front door
- Nutone exhaust fan light combo in full baths
- Nutone exhaust fan in powder room
- Five Recessed lights and two island pendant lights in kitchen
- Ceiling lights in Bedrooms
- Two recessed lights on front porch
- Smoke detectors hard wire with battery back up as per code (one per bedroom, one per level).
- Porcelain lamp holders in basement as needed
- Porcelain lamp holders in garage as needed
- Dryer venting

GENERAL REQUIREMENTS

All materials Supplies shall be new and free of defects and installed in accordance with the manufacturers recommended procedures and H.O.W standards. Earl King Construction will not assume responsibility for owner supplied equipment or supplies to be used in the project.

Changes in the work, which are requested by the Owner, shall not be performed without a written Change Order generated by the Contractor and signed by the Owner and Contractor. Change Orders shall contain a description of the work change requested and the change in the contract price. Change Orders shall be paid for upon execution of the Change Order, unless stated otherwise on the Change Order.

All items in specifications may be substituted with equal quality items at builder's suggestion.

In case of discrepancy between the drawings and specifications, the specifications supersede the drawings.

N.I.C. shall mean Not Included in This Contract.

TBD shall mean To Be Determined

We, the undersigned Contractor and purchaser of these services, do voluntarily agree to the following: If any disputes should arise, which we cannot agree on, we both agree to use and be bound by the binding arbitration of the Better Business Bureau Arbitration Group.

The above specifications and conditions are satisfactory and are approved. Earl King Construction is authorized to do work as specified above.

(Buyer) _____ DATE ACCEPTED: _____

(Buyer) _____

**SUBPART C - LIMITED WARRANTY
WABASH LANDING**

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.

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.

APPENDIX to Limited Warranty – Wabash Landing – King Construction

LAWN CARE

The home owner 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.

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.

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.

It is recommended that the home owner work with a professional lawn care service to help establish the lawn. 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.

Buyer

Seller

**SUBPART D – AUTOMATIC FIRE SPRINKLER SYSTEM OPTION
WABASH LANDING**

PA Act 1 / House Bill Number 377 Acknowledgement Form.

Buyer has the option to install an automatic fire sprinkler system in accordance with section R313.2.1 of the 2009 International Residential Code.

Information regarding the possible benefits of installing an automatic sprinkler system is made available on the State Fire Commissioner website: www.osfc.pa.gov/pages/residential-sprinkler-systems.aspx.

NOTE: Should Buyer choose to have a fire sprinkler system installed in their home, Buyer will choose a home site and a home model or a custom home plan to be built thereon.

The estimated cost of \$2.50 per square foot to install a fire sprinkler system may not include the cost of complying with local municipality regulations. The estimate is predicated on availability of public water with adequate pressure provided from the street.

Buyer understands there may also be cost involved with maintenance of the system.

After considering the benefits, costs, availability and Seller construction time schedule the Buyer elects one of the following choices with an (X):

- Buyer chose a home that is partially or completely built without a fire sprinkler system.
- Buyer chose not to have a fire sprinkler system installed in a home to be built.
- Buyer chose to have a fire sprinkler system installed in a home to be built.

**SUBPART E – HOMEOWNERS ASSOCIATION INFORMATION
WABASH LANDING**

WABASH LANDING HOMEOWNERS ASSOCIATION INC.
SOWERS REALTY SERVICES
2961 Spangler Road
Manheim, PA 17545
Phone: (717) 665-3826
Contact: William Rittenhouse
Phone: 717-285-2301
Email: bsaa4@msn.com

INITIAL ASSESSMENT FEE: \$250 to be collected at Settlement

CURRENT COMMON AREA MAINTENANCE FEE: \$375 Annually

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

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

Home Phone

Work Phone

Email Address

Name

Home Phone

Work Phone

Email Address