

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

PROPERTY _ Wabash Landing Lot #_ 6

SELLER ___Horst and Son Inc._____

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 - AUTOMATIC FIRE SPRINKLER SYSTEM OPTION

SUBPART E - HOMEOWNERS ASSOCIATION INFORMATION

Buyer

Seller

**SUBPART A- ADDITIONAL TERMS
WABASH LANDING**

- 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: Designer will determine exterior colors and design.
- 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.

SUBPART B - DESCRIPTION OF MATERIALS Wabash Landing Single Family Home Horst & Son, Inc.

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:	¾" 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 picture windows
Exterior doors:	Front door – insulated door w/ doorbell; Rear door – Glass sliding door w/ vinyl frame & screen or 15 lite steel door with no screen
Interior doors:	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

Buyer Initials: _____

Seller Initials: _____

8. STAIRS

Basement:

2nd Floor Stairs:

Boxed stairs made w/ yellow pine treads

Boxed stairs made w/ yellow pine treads covered w/ carpet

9. PLUMBING

Water lines:

Soil lines:

Water heater:

Sump:

Washer/Dryer hook-up:

Fixtures:

Exterior hose bib:

Plastic

PVC

Fifty (50) gallon electric hot water heater

Pit only or Pipe to daylight for certain daylight basements

Washer & electric dryer hookup

Chrome fixtures supplied by builder throughout house

One (1) in rear, one (1) in garage

10. ELECTRIC

Main panel:

Ceiling fan rough-in:

Receptacles:

Smoke detectors:

Fixtures:

Telephone/Cable:

200 amp service

All bedrooms and family room pre-wired for ceiling fan and light

Number and placement of electrical outlets per code requirements

Hardwired & battery backup on all floors – placement per code

Exterior and interior fixtures supplied by builder, no credit given

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:

Paint:

Trim:

Shelving:

Drywall, fastened w/ glue & screws

One coat of flat paint on walls and ceiling;

Semi-gloss shade of white paint on trim & doors

5 ¼" Baseboard and 3 ¼" Casing

Wire closet shelves

13. FLOOR COVERING

Carpet & vinyl:

Choose from Builder's Selection

14. BATHS

Tub(s) & shower(s):

Toilets:

Vanities:

Mirrors:

Exhaust fan:

White one (1) piece fiberglass unit with shower rod

White water savers

One (1) piece cultured marble counter top w/ molded bowls

Powder Room: Pedestal Sink

Plate glass – one (1) at each vanity

One (1) per bathroom

15. KITCHEN

Cabinetry:

Counter top:

Sink:

Range:

Dishwasher:

Microwave:

Cabinets – choice of standard stains

Laminate countertop w/ 4" backsplash

Stainless steel double bowl

Stainless Steel Electric Smooth top Range

Stainless Steel

Stainless Steel microwave installed over the range with fan

Buyer Initials: _____

Seller Initials: _____

16. GARAGE

Electrical:	One (1) outlet; Socket & bulb for lighting
Floor:	Sloped concrete
Walls:	Finished and Drywalled
Overhead door:	Insulated metal maintenance free
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 stoop
Driveway:	Macadam
Elec. Outlets:	(1) Front, (1) Back

18. LANDSCAPING

Lawn:	Graded and seeded
Landscaping:	Landscaping package

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

Buyer Initials: _____

Seller Initials: _____

**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 – Horst and Son Inc.

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 home owners request, a representative of First Rate Drywall 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 Amy Murphy at First Rate Drywall. Email: Amy@firstratedrywall.com. or call 717-664-0484 (ext. 304)

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.

**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.

Buyer

Seller

SUBPART E – HOMEOWNERS ASSOCIATION INFORMATION
WABASH LANDING

WABASH LANDING HOMEOWNERS ASSOCIATION INC.

WABASH LANDING HOA
490 Millway Rd.
Ephrata, PA
Phone: (717) 859-3035
Contact: Kevin Zimmerman
Email: Klzimco@yahoo.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.

Buyer

Seller

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

Buyer

Seller

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE WABASH LANDING

PROPERTY _ Wabash Landing Lot #_ 7 or 12

SELLER ___Horst and Son Inc._____

BUYER _____

DATE OF AGREEMENT _____

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

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SUBPART E - HOMEOWNERS ASSOCIATION INFORMATION

Buyer

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**SUBPART A- ADDITIONAL TERMS
WABASH LANDING**

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- 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.
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SUBPART B - DESCRIPTION OF MATERIALS Wabash Landing Townhouses Lots 7 & 12 Horst and Son Inc.
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1. FOUNDATION

Footers:	Concrete block on poured concrete footer
Non- Basement	Slab 4" concrete w/ vapor barrier and 2' insulation around perimeter of exterior walls of living area
Radon provision: Passive System	Crushed Stone base w/ pipe extending from below slab through roof and 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:	Floor trusses 24" on center
Sub-floor:	¾" tongue & groove O.S.B (Oriented Strand Board) sub-floorings; glued & nailed
Partitions:	2x4 studs - 16" on center

5. WINDOWS & DOORS

Windows:	White Single Hung Low E w/ grids & screens and picture windows
Exterior doors:	Front door – insulated door w/ doorbell; Rear patio door – insulated door
Interior doors:	6 panel paint grade doors w/ knobs

6. EXTERIOR TRIM

Soffit, Fascia, Trim:	Aluminium fascia & trim, vinyl soffit
Wide Trim:	Windows on front of home
Spouting:	Seamless aluminum

7. INSULATION

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

8. STAIRS

Buyer Initials: _____

Seller

2 nd 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
Washer/Dryer hook-up:	Washer & electric dryer hookup.
Fixtures:	Chrome fixtures supplied by builder throughout house
Exterior hose bib:	One (1) in garage
10. ELECTRIC	
Main panel:	200 amp service
Ceiling fan rough-in:	All bedrooms and living room pre-wired for ceiling fan
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
Telephone/Cable:	1 telephone outlet in kitchen; cable outlet in living room and each bedroom
11. HEATING/COOLING	
Unit:	Gas Furnace 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:	Baseboard and casing around windows and doors
Shelving:	Wire closet shelves
13. FLOOR COVERING	
Sheet vinyl with underlayment:	Master bath and main bath
Carpet with pad:	Bedrooms, stairs to 2 nd floor, and upstairs hallway
Rigid Core Planks:	1 st floor
14. BATHS	
Tub(s) & shower(s):	White one (1) piece fiberglass unit w/ shower rod
Toilets:	White water savers
Vanities:	One (1) piece cultured marble counter top w/ molded bowls
Mirrors:	Powder Room: Pedestal Sink
Exhaust fan:	Plate glass – one (1) at each vanity One (1) per bathroom
15. KITCHEN	
Cabinetry:	Birch veneered flat panel cabinets
Counter top:	Laminate countertop w/ 4" backsplash

Buyer Initials: _____

Seller

Sink:	Stainless steel double bowl
Range:	Stainless Steel Electric range
Dishwasher:	Stainless Steel
Disposal:	1/3 horsepower
Microwave:	Stainless Steel microwave installed over the range with fan

16. GARAGE

Electrical:	One (1) outlets; socket & bulb for lighting
Floor:	Sloped concrete
Walls:	Drywalled and Insulated
Overhead door:	Insulated metal
Door Opener(s):	Electric with one (1) remote

17. OUTDOOR AREAS

Porch:	Per plan with concrete floor
Patio:	Floating Concrete Slab per plan
Walk:	Concrete front steps to sidewalk
Driveway:	Macadam
Elect. Outlets:	(1) Front, (1) Back

18. LANDSCAPING

Lawn:	Graded & seeded
Landscaping:	Landscaping package

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

Buyer Initials: _____

Seller

**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.
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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.

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

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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 – Horst and Son Inc.

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 home owners request, a representative of First Rate Drywall 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 Amy Murphy at First Rate Drywall. Email: Amy@firstratedrywall.com. or call 717-664-0484 (ext. 304)

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/lanaster.

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

**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.

Buyer

Seller

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

WABASH LANDING HOMEOWNERS ASSOCIATION INC.

WABASH LANDING HOA
490 Millway Rd.
Ephrata, PA
Phone: (717) 859-3035
Contact: Kevin Zimmerman
Email: Klzimco@yahoo.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

Name

Home Phone

Home Phone

Work Phone

Work Phone

Email Address

Email Address

Buyer

Seller

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

PROPERTY _ Wabash Landing Lot #_ 8, 9, 10, or 11

SELLER ___Horst and Son Inc._____

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 - AUTOMATIC FIRE SPRINKLER SYSTEM OPTION

SUBPART E - HOMEOWNERS ASSOCIATION INFORMATION

Buyer

Seller

**SUBPART A- ADDITIONAL TERMS
WABASH LANDING**

- 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: Designer will determine exterior colors and design.
- 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.

SUBPART B - DESCRIPTION OF MATERIALS Wabash Landing Townhouses Lots 8 -11 Horst and Son Inc.

1. FOUNDATION

Footers:	Concrete block on poured concrete footer
Non- Basement	Slab 4" concrete w/ vapor barrier and 2' insulation around perimeter of exterior walls of living area
Radon provision: Passive System	Crushed Stone base w/ pipe extending from below slab through roof and 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:	Floor trusses 24" on center
Sub-floor:	¾" tongue & groove O.S.B (Oriented Strand Board) sub-floorings; glued & nailed
Partitions:	2x4 studs - 16" on center

5. WINDOWS & DOORS

Windows:	White Single Hung Low E w/ grids & screens and picture windows
Exterior doors:	Front door – insulated door w/ doorbell; Rear patio door – insulated door
Interior doors:	2 panel paint grade doors w/ knobs

6. EXTERIOR TRIM

Soffit, Fascia, Trim:	Aluminium fascia & trim, vinyl soffit
Wide Trim:	Windows on front of home
Spouting:	Seamless aluminum

7. INSULATION

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

8. STAIRS

Buyer Initials: _____

Seller

2 nd 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
Washer/Dryer hook-up:	Washer & electric dryer hookup.
Fixtures:	Chrome fixtures supplied by builder throughout house
Exterior hose bib:	One (1) in garage
10. ELECTRIC	
Main panel:	200 amp service
Ceiling fan rough-in:	All bedrooms and living room pre-wired for ceiling fan
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
Telephone/Cable:	1 telephone outlet in kitchen; cable outlet in living room and each bedroom
11. HEATING/COOLING	
Unit:	Heat Pump 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:	Baseboard and casing around windows and doors
Shelving:	Wire closet shelves
13. FLOOR COVERING	
Sheet vinyl with underlayment:	Master bath and main bath
Carpet with pad:	Bedrooms, stairs to 2 nd floor, and upstairs hallway
Rigid Core Planks:	1 st floor
14. BATHS	
Tub(s) & shower(s):	White one (1) piece fiberglass unit w/ 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:	Birch veneered flat panel cabinets
Counter top:	Laminate countertop w/ 4" backsplash

Buyer Initials: _____

Seller

Sink:	Stainless steel double bowl
Range:	Stainless Steel Electric range
Dishwasher:	Stainless Steel
Disposal:	1/3 horsepower
Microwave:	Stainless Steel microwave installed over the range with fan

16. GARAGE

Electrical:	One (1) outlets; socket & bulb for lighting
Floor:	Sloped concrete
Walls:	Drywalled and Insulated
Overhead door:	Insulated metal
Door Opener(s):	Electric with one (1) remote

17. OUTDOOR AREAS

Porch:	Per plan with concrete floor
Patio:	Floating Concrete Slab per plan
Walk:	Concrete front steps to sidewalk
Driveway:	Macadam
Elect. Outlets:	(1) Front, (1) Back

18. LANDSCAPING

Lawn:	Graded & seeded
Landscaping:	Landscaping package

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

Buyer Initials: _____

Seller

**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.
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APPENDIX to Limited Warranty – Wabash Landing – Horst and Son Inc.

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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.

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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.

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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.

**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.

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Buyer

Seller

SUBPART E – HOMEOWNERS ASSOCIATION INFORMATION
WABASH LANDING

WABASH LANDING HOMEOWNERS ASSOCIATION INC.

WABASH LANDING HOA
490 Millway Rd.
Ephrata, PA
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Contact: Kevin Zimmerman
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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.

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Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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

Name

Name

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