

STANDARD AGREEMENT FOR THE SALE OF NEW CONSTRUCTION

A/S-NC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) ADDRESS PHONE FAX
BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable:
OR
Broker is NOT the Agent for Seller and is a/an: AGENT FOR BUYER TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) ADDRESS PHONE FAX
BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable:
OR
Broker is NOT the Agent for Buyer and is a/an: AGENT FOR SELLER SUBAGENT FOR SELLER TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1 1. This Agreement, dated , is between
2 SELLER/BUILDER:

called "Seller," and BUYER(S):

4 called "Buyer."

5 2. PROPERTY (11-00)
6 Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
7 ALL THAT CERTAIN lot or piece of ground with buildings and improvements to be erected thereon, if any, known as:
8 Name of Subdivision Phase
9 Lot # Model
10 Street Address ,
11 in the of ,
12 County of in the Commonwealth
13 of Pennsylvania, Zip Code
14 Identification (e.g., Tax ID#; Parcel #; Lot and Block; Plan Book Volume, Page; Deed Book, Page, Recording Date)

16 3. PURCHASE PRICE (1-02)
17 (A) Total Purchase Price
18 U.S. Dollars which will be paid to Seller by Buyer as follows:
19 (B) Base Price \$
20 (C) Lot Premium, if any \$
21 (D) Total Options/Extras/Alterations (see attached addendum) \$
22 TOTAL PURCHASE PRICE \$

23 4. PAYMENT TERMS (1-02)
24 (A) Cash or check at signing this Agreement: \$
25 (B) Cash or check within days of the execution of this Agreement: \$
26 (C) Non-refundable pre-paid options/extras/alterations paid to Seller on or before \$
27 (D) \$
28 \$
29 \$
30 (E) Cash, cashier's or certified check at time of settlement: \$
31 TOTAL PURCHASE PRICE \$
32 (F) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here:
33
34 (G) Seller's written approval to be on or before:
35 (H) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

PREPARED BY: Jess Rahn, staff

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Buyer Initials

Page 1 of 11
Seller Initials

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- (I) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

- (J) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here:

5. SCHEDULE OF CONSTRUCTION (11-00)

- (A.) **Commencement Date:** Seller estimates that Seller will commence construction on or about _____ . Seller reserves the right to delay commencement of construction until Buyer has received and signed a valid mortgage commitment in accordance with Paragraph 6.
- (B.) **Completion Date:** Seller estimates completion of construction on or about _____. Buyer hereby acknowledges that the above estimated time of completion on the part of Seller is made as an accommodation to Buyer to assist Buyer in formulating future plans. However, if commencement, completion, and/or settlement are delayed due to inclement weather, strikes, delays in issuance of permits, unavailability of labor or materials, or any other reason beyond Seller's control, such times and settlement hereunder will be automatically extended accordingly, **and time is not deemed to be of the essence.**
- (C.) **Settlement:** Settlement hereunder will be held on a date which is within 10 days (unless otherwise specified here _____) after Seller supplies Buyer with a written notice of settlement. However, at the time of settlement, the house and premises will have been substantially completed. If the municipality or governmental authority requires a Use & Occupancy permit, Seller will provide one at settlement.

6. MORTGAGE CONTINGENCY (1-02)

- WAIVED. This sale is **NOT** contingent on mortgage financing.
- ELECTED.
- (A) This sale is contingent upon Buyer obtaining mortgage financing as follows:
 1. Amount of mortgage loan \$ _____
 2. Minimum Term _____ years
 3. Type of mortgage _____
 4. Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of _____ %.
 5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan. The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the mortgage lender and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or lender to make the above terms available to Buyer.
- (B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms specified above to a responsible mortgage lender. **The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the mortgage lender for the purposes of assisting in the mortgage loan process.**
- (C)
 1. **Mortgage commitment date** _____. If a written commitment is not received by Seller by the above date, **Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement in writing by notice to Buyer.**
 2. Upon receipt of a mortgage commitment, Buyer will promptly deliver a copy of the commitment Seller.
 3. Seller has the option to terminate this Agreement in writing, on or after the mortgage commitment date, if the mortgage commitment:
 - a. Is not valid until the date of settlement, OR
 - b. Is conditioned upon the **sale and settlement of any other property**, OR
 - c. Contains any other condition not specified in this Agreement.
 4. In the event Seller does not terminate this Agreement as provided above, Buyer has the option to terminate this Agreement in writing if the mortgage commitment:
 - a. Is not obtained by or valid until the date of settlement, OR
 - b. Is conditioned upon the **sale and settlement of any other property** which do not occur by the date of settlement, OR
 - c. Contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement.
 5. If this Agreement is terminated as specified in paragraphs 6 (C) (2), (3) or (4), all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to mortgage lender.
- (D) Seller will not be responsible to Buyer or Buyer's mortgage lender to escrow any funds for any reason. In the event Buyer's mortgage lender requires an escrow of funds as a condition to complete settlement, then Buyer agrees to provide such escrow funds and complete settlement hereunder as specified in this Agreement. This paragraph will survive settlement.
- (E) **Seller Assist**
 - NOT APPLICABLE
 - APPLICABLE. Seller will pay:
 - _____, maximum, toward Buyer's costs as permitted by the mortgage lender.
 - _____

FHA/VA, IF APPLICABLE

- (F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given,

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Buyer Initials _____

103 in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration,
104 or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the dollar
105 amount to be inserted is the sales price as stated in the Agreement). Buyer will have the privilege and option of proceeding with
106 consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine
107 the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the
108 condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

109 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration
110 Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters
111 or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

112 (G) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment**

113 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property
114 Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this
115 before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition
116 of the Property.

117 **Buyer's Initials** _____ **Date** _____

118 (H) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
119 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
120 connection with this transaction is attached to this Agreement.

120 **7. INSPECTIONS (1-02)**

121 (A) Seller agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials
122 and/or Buyer as may be required by the mortgage lender, if any, or insuring agencies. Seller further agrees to permit any other inspections
123 required by or provided for in the terms of this Agreement. Buyer has the right to attend all inspections.

124 (B) **Pre-settlement Inspection**

- 125 1. Buyer reserves the right to make a pre-settlement walk-through inspection of the Property when the Property is substantially
126 complete. Seller will notify Buyer prior to settlement of the date and time of Buyer's pre-settlement walk-through inspection of
127 the Property.
- 128 2. At the pre-settlement inspection, Buyer and Seller will complete and sign a list of items (punch list) to be completed, modified,
129 or replaced within thirty (30) days after settlement. Items that cannot be completed, modified, or replaced within 30 days of
130 settlement due to events beyond Seller's reasonable control will be completed by Seller as soon as is reasonably possible, not to
131 exceed one year or _____ days after settlement. This paragraph will survive settlement.
- 132 3. Buyer's failure to inspect the Property on the date of the scheduled pre-settlement inspection or Buyer's failure to complete and
133 sign the pre-settlement inspection form constitutes a waiver of Buyer's right to inspect the Property, and Buyer will accept the
134 Property at settlement in its then present condition without obligation of modification or replacement.
- 135 4. Buyer's right to make this inspection is not waived by any other provision of this Agreement.
- 136 5. Seller will have heating and all utilities (including fuel(s)) on for the pre-settlement walk-through inspection.

137 **8. WOOD INFESTATION CONTINGENCY (11-00)**

138 Seller will provide evidence that there are no wood-boring insects on the Property, if required by lender. If a wood infestation inspection is
139 required, Buyer agrees to reimburse Seller for the cost of the inspection. If active infestation(s) exists, Seller agrees, at Seller's expense and
140 before settlement, to treat for active infestation(s), in accordance with applicable laws.

141 **9. RADON CONTINGENCY (11-00)**

- 142 Seller will not install preparatory work for a radon mitigation system. (See Radon Notice)
- 143 Seller will install preparatory work for a radon mitigation system. (See Radon Notice)

145 **10. STATUS OF WATER (11-00)**

146 Seller represents that at time of settlement this property will be served by:

- 147 Public Water - Name of Service Provider _____
- 148 On-site Well Water which meets applicable governmental standards
- 149 Community Water _____

151 **11. STATUS OF SEWER (11-00)**

152 Seller represents that property is served by:

- 153 Public Sewer - Name of Service Provider _____
- 154 Individual On-lot Sewage Disposal System (See Sewage Notice 1)
- 155 Community Sewage Disposal System _____
- 156 Holding Tank (See Sewage Notice 3)

158 **12. NOTICES, ASSESSMENTS & GOVERNMENT REQUIREMENTS (11-00)**

159 (A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association
160 assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has
161 been served upon Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, housing, building, safety
162 or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such
163 ordinances which remains uncorrected, unless otherwise specified here:

164 _____

165 (B) Seller knows of no other potential notices (including violations) and assessments except as follows:

166 **PREPARED BY: Jess Rahn, staff**

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- 167 (C) Seller will be responsible for any notice of improvements or assessments received on or before the date of settlement.
168 (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of
169 Transportation.
170 (E) All necessary permits will be obtained and paid for by Seller prior to settlement.
171 (F) Seller will comply with all restrictions and requirements imposed by any governmental authorities.

172 **13. TITLE, SURVEYS, & COSTS (11-00)**

- 173 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following:
174 existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements
175 visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above
176 described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
177 (B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular
178 rates, as specified in paragraph 13(A), Buyer will have the option of taking such title as Seller can give without changing the price or
179 of being repaid all monies paid by Buyer to Seller on account of purchase price and Seller will reimburse Buyer for any costs incurred
180 by Buyer for those items specified in paragraph 13(C) and in paragraph 13(D) items (1), (2), (3); and in the latter event there will be no
181 further liability or obligation on either of the parties hereto and this Agreement will become VOID.
182 (C) Any survey or surveys that may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an
183 adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller.
184 (D) Buyer will pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if
185 any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee,
186 if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals;
187 (5) Initiation fee or capital funding fee, if any : \$ _____ .
188 (E) Buyer has reviewed the final subdivision plan and is familiar with the grading plans, showing the location and contour of the lot being
189 purchased, storm drainage plans including piping and easements, alluvial soils, conservation easements, wetlands, or 100 year flood
190 plain conditions on or surrounding Buyer's lot.

191 **14. ZONING CLASSIFICATION (11-00)**

192 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable}
193 is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided,
194 any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

195 **Zoning Classification:** _____

196 **15. LANDSCAPING & DRIVEWAY (11-00)**

- 197 (A) Seller will attempt to preserve as many of the existing trees or shrubs as reasonably possible during the construction of the
198 improvements and house on the premises. It is expressly agreed that Seller does not guarantee or warrant the survival of any trees or
199 shrubs existing on the premises prior to construction. Any existing trees or shrubs that may die after settlement are the sole
200 responsibility of Buyer. Seller will be responsible to grade and seed the disturbed areas only. Any soil washouts from rain or melting
201 snow or burnouts due to droughts after settlement are the sole responsibility of Buyer. As to the quality or quantity of the growth of
202 grass, it will be Buyer's responsibility to water, fertilize and reseed as necessary after settlement.
203 (B) Buyer acknowledges that, due to adverse weather conditions and other events beyond Seller's reasonable control, items including the
204 driveway surface, grading and seeding, exterior painting or staining, and exterior concrete surfaces may not be completed at time of
205 settlement. Unless otherwise agreed, no portion of the purchase price or option payments will be placed in an escrow account or
206 withheld from Seller at settlement to compensate for incomplete items. Seller will complete the items within a reasonable time after
207 settlement as weather conditions permit.
208 (C) This paragraph will survive settlement.

209 **16. SUBSTITUTIONS (11-00)**

210 **BUYER AND SELLER ACKNOWLEDGE THAT THE BUILDINGS AND IMPROVEMENTS ON THE PREMISES WILL BE**
211 **SUBSTANTIALLY SIMILAR TO THE ESTABLISHED BUILDING SPECIFICATIONS. BUYER ALSO ACKNOWLEDGES**
212 **THAT SELLER HAS THE RIGHT TO MAKE SUBSTITUTIONS OF MATERIALS OR PRODUCTS OF SUBSTANTIALLY**
213 **EQUAL OR BETTER QUALITY AT SELLER'S SOLE DISCRETION, AND THAT ACTUAL MATERIALS AND PRODUCTS**
214 **MAY VARY FROM SAMPLE MATERIALS AND PRODUCTS.**

215 **17. COAL NOTICE**

216 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF
217 SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS
218 OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION,
219 DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN
220 SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges
221 that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described
222 herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal.
223 This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the
224 Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

225 **18. POSSESSION (11-00)** Possession is to be delivered by deed, keys and physical possession to a clean building. The lot and building(s) will be
226 free of debris at day and time of settlement.

227 **19. RECORDING (3-85)** This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of
228 public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

229 **20. ASSIGNMENT (3-85)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and
230 successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not
231 transfer or assign this Agreement without the written consent of Seller.

232 **21. DEPOSIT AND RECOVERY FUND (1-00)**

233 (A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of
234 payment and the person designated as payee, will be paid to individual identified in paragraph 4(F), who will retain them in an escrow

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- 235 account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed
236 check tendered as deposit may be held pending the acceptance of this offer.
- 237 (B) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of
238 the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of
239 litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written
240 Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return
241 of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
- 242 (C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
243 estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the
244 judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or
245 (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
- 246 **22. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) PUBLIC OFFERING STATEMENT (1-00)**
- 247 NOT APPLICABLE
- 248 APPLICABLE: CONDOMINIUM
- 249 (A) Buyer acknowledges that the Property is a unit of a condominium as defined by the Uniform Condominium Act. Seller is a declarant
250 of the condominium and is required to provide Buyer with a public offering statement. (See Condominium/Uniform Planned
251 Community Notice for definitions of declarant, public offering statement, and condominium.)
- 252 (B) The delivery of the public offering statement must be made no later than the date the Buyer executes this Agreement. Buyer may
253 cancel this Agreement within fifteen (15) days after receiving the public offering statement and within fifteen (15) days of receipt of
254 any amendment to the Statement that materially and adversely affects Buyer.
- 255 APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)
- 256 (A) Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. Seller is
257 a declarant of the planned community and is required to provide Buyer with a public offering statement. (See
258 Condominium/Uniform Planned Community Notice for definitions of declarant, public offering statement, and planned community.)
- 259 (B) The declarant must provide Buyer with a copy of the public offering statement and its amendments no later than the date Buyer
260 executes this Agreement. Buyer may cancel this Agreement within seven (7) days after receiving the public offering statement and
261 within seven (7) days after receiving any amendment to the contract that would materially and adversely affect Buyer.
- 262 **23. MAINTENANCE & RISK OF LOSS (11-00)** Seller will bear risk of loss from fire or other casualties until time of settlement. In the event
263 of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have
264 the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of extending settlement until
265 such time as Seller can deliver the property in completed condition. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in
266 this Property as of the time of execution of this Agreement.
- 267
- 268 **24. RELEASE (11-00) Buyer and Seller hereby release, quit claim and forever discharge ALL BROKERS, their LICENSEES,**
269 **EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who**
270 **may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and**
271 **property damage and all of the consequences thereof. This release will survive settlement.**
- 272 **25. REPRESENTATIONS (11-00)**
- 273 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures, plans, building specifications,
274 or warranties made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless
275 expressly incorporated or stated in this Agreement.
- 276 (B) Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made any assessment of the plan,
277 drawings, specifications, or such documents as have bearing on the nature and quality of the structures to be built by Seller.
278 Furthermore, Brokers, their licensees, employees, officers, and partners make no representation with respect to permits or such
279 other evidence of government approval for the construction of the structures to be built by Seller, of the environmental
280 conditions, the permitted uses, the financial condition of Seller, or the conditions existing in the locale where the property is
281 situated; nor have they made an inspection of the components, appliances, systems, or consumer products to be installed in or
282 about the Property.
- 283 (C) It is further understood that this Agreement contains the whole Agreement between Seller and Buyer and there are no other
284 terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this
285 sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties,
- 286 (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.
- 287 **26. WARRANTIES (11-00)**
- 288 (A) **Assignment of Manufacturer's Warranties:** Seller hereby assigns to Buyer the manufacturer's warranties on all appliances,
289 equipment, and other consumer products to be installed in or on the Property. Copies of these warranties will be delivered to
290 Buyer. Seller makes no warranties, representations, or guarantees, with respect to the appliances, equipment and consumer
291 products and all such warranties, representations, and guarantees are hereby disclaimed. The sole remedy of Buyer as to any
292 such items will be to make such claims as are appropriate under the manufacturer's warranties.
- 293 (B) **Limited Warranty:** Except as set forth in any limited warranty that may be provided herewith, **SELLER MAKES NO OTHER**
294 **REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT**
295 **LIMITED TO, THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION,**
296 **QUALITY OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS**
297 **CONSTRUCTED THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS**
298 **OR WARRANTIES.** Buyer hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Buyer may
299 have by virtue of such representations and warranties. Except for the warranties provided by Seller, Buyer assumes the risk of
300 any and all damage from the date of settlement, occurring in or appearing on the Property regardless of the cause thereof.
301 Buyer's assumption of this risk is partially in consideration of the amount of the purchase price of the Property which is lower
302 than it would be if Seller was to be held responsible for any such risks by virtue of said expressed or implied representations or

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303 warranties.

304 **27. DATES/TIME IS OF THE ESSENCE (1-02)**

305 (A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are

306 agreed to be of the essence of this Agreement and are binding.

307 (B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement

308 was executed and including the last day of the time period.

309 (C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by mutual written

310 agreement of the parties.

311 (D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. Any pre-printed time periods are

312 negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

313 **28. DEFAULT (1-02)**

314 (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

315 1. Fail to make any additional payments as specified in paragraph 4; OR

316 2. Furnish false or incomplete information to Seller, Broker(s), or the mortgage lender, if any, concerning Buyer's legal or

317 financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to

318 obtain the approval of a mortgage loan commitment; OR

319 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement;

320 (B) **Unless otherwise checked in paragraph 28 (C),** Seller may elect to retain those sums paid by Buyer, including deposit monies, in

321 one of the following manners:

322 1. On account of purchase price; OR

323 2. As monies to be applied to Seller's damages; OR

324 3. As liquidated damages for such breach.

325 (C) Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.

326 (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 28 (B) or (C), Buyer

327 and Seller will be released from further liability or obligation and this Agreement will be VOID.

328 **29. MEDIATION (7-96)**

329 NOT AVAILABLE

330 WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no

331 obligation on the part of any party to do so.

332 ELECTED

333 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the

334 Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation

335 conference and signed by the parties will be binding.

336 (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers

337 Dispute Resolution System. (See Mediation Notice.)

338 (C) This agreement to mediate disputes arising from this Agreement will survive settlement.

339 **30. SPECIAL PROVISIONS (IF ANY)**

340

341 **31. SPECIAL CLAUSES (IF ANY) (11-00)**

342 (A) Buyer and Seller have received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

343 (B) Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.

344 (C) Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before

345 signing this Agreement.

346 (D) Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. Note: The Seller's

347 Property Disclosure Law does not require a disclosure form when:

348 1. A one-year written warranty covering the construction will be provided;

349 2. The building will be inspected for compliance with the applicable building code or, if none, a nationally recognized model

350 building code; AND

351 3. A certificate of occupancy or a certificate of code compliance will be issued for the dwelling.

352 (E) **The following are part of this Agreement if checked:**

353 Sale & Settlement of Other Property Settlement of Other Property Contingency Addendum (PAR Form SOP)

354 Contingency Addendum (PAR Form SSP) _____

355 Sale & Settlement of Other Property _____

356 Contingency with Right to Continue Marketing _____

357 Addendum (PAR Form SSP-CM)

358 (F) **The following exhibits are made part of this Agreement if checked:**

359 Plot Plan of Lot Options/Extras/Alterations

360 House Plan/Floor Plan/Elevation New Construction Warranty

361 Floor Plan Reversed Restrictive Conenants/Deed Restrictions

362 Other _____ _____

363 Building Specifications _____

364 Standard Features _____

365 **Buyer and Seller acknowledge that they have read and understand the notices and explanatory information set forth in this Agreement.**

366

367 **Buyer acknowledges receiving a copy of this Agreement at the time of signing.**

368

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369 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX)**
370 **of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this**
371 **transaction are advised to consult an attorney before signing if they desire legal advice.**
372

WITNESS _____ BUYER _____ DATE _____

WITNESS _____ BUYER _____ DATE _____

373 Seller hereby approves the above contract this (date) _____ ,
374 and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker a fee of _____
375 of/from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account will be divided _____ ,
376 Seller, _____ , Broker for Seller, but in no event will the sum paid to the Broker for Seller be in excess of the above specified Broker's fee.
377

WITNESS _____ SELLER _____ DATE _____

WITNESS _____ SELLER _____ DATE _____

378 **Brokers'/Licensees' Certifications (check all that are applicable):**

379 **Regarding FHA Mortgages:** The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify
380 that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into
381 by any of these parties in connection with this transaction is attached to this Agreement.
382

383 **Regarding Mediation:** The undersigned Broker for Seller Broker for Buyer agrees to submit to mediation in accordance with
384 paragraph 29 of this Agreement.
385
386

387 **Broker for Seller (Company Name)** _____

388 **ACCEPTED BY** _____ **DATE** _____

389

390 **Broker for Buyer (Company Name)** _____

391 **ACCEPTED BY** _____ **DATE** _____

392

NOTICES AND INFORMATION

NOTICE TO BUYERS SEEKING MORTGAGE FINANCING

The appraised value of the Property is used in determining the maximum amount of the loan and may be different from the purchase price and/or market value.

COMMUNICATIONS WITH BUYER AND/OR SELLER

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, said provision shall be satisfied by communications/delivery to the Broker for Buyer, if any. If there is no Broker for Buyer, all such provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, said provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, all such provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

NOTICES AND INFORMATION ON PROPERTY CONDITION INSPECTIONS

U.S. Department of Housing and Urban Development

FHA Loans:

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon (1-800-644-6999). As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

PROPERTY INSPECTION NOTICES

Property Inspection: Inspections of the Property can be performed by professional contractors or a home inspector, and may include inspections of: structural components; roof; exterior windows and exterior doors; exterior siding, fascia, gutters, and downspouts; appliances; electrical, plumbing, heating, and cooling systems; water penetration; and any other items Buyer may select. Other inspections or certifications might include: Environmental Hazards (e.g., Mold, Indoor Air Quality, Asbestos, Underground Storage Tanks, etc.), Electromagnetic Fields, Wetlands Inspection, Flood Plain Verification, Property Boundary/Square Footage Verification, and any other items Buyer may select. Buyer is advised to investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and to review local zoning ordinances.

Flood Plains: If the Property is located in a flood plain, Buyer may be required to carry additional insurance.

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Property Boundary / Square Footage: Buyer is advised that Seller has not had the Property surveyed and that any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Buyer is also advised that any numerical representations of square footage of the structure(s) and/or lot size are approximations only and may be inaccurate. Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size if the Buyer wishes to make this sale contingent on Buyer's approval of the Property's boundaries or square footage.

Water Service: Buyer may elect to have the water service inspected by a professional water testing company. In addition, on-site water service systems may have to meet certain quality and/or quantity requirements set by the municipality or the lender.

Wood-Destroying Insect Infestation: Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees, and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to make inspections to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure a proper determination of whether wood-boring insects or resultant damage is present.

ENVIRONMENTAL NOTICES

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 260-2090.

Wetlands: Wetlands are protected by both the federal and state governments. Buyer may wish to have the Property inspected for wetlands by an environmental engineer to determine if permits for plans to build, improve, or develop the property would be affected or denied because of wetlands.

Radon: Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space, including basements and crawl spaces and can permeate a structure. The U.S. Environmental Protection Agency (EPA) advises corrective action if the annual average exposure to radon exceeds 0.02 working levels or 4 picocuries/liter. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates, or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594.

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 including upper respiratory congestion, cough, mucous membrane irritation, fever, chills, muscle ache or other transient inflammation or allergy. Claims have been asserted that exposure to mold contamination and bioaerosols has led to serious infections, immunosuppression and illnesses of neuro or systemic toxicity. Sampling of indoor air quality and other methods exist to determine the presence and scope of any indoor contamination. Because individuals may be affected differently, or not affected at all, by mold contamination, the surest approach to determine the presence of contamination is to engage the services of a qualified professional to undertake an assessment and/or sampling. Assessments and samplings for the presence of mold contamination can be performed by qualified industrial hygienists, engineers, laboratories and home inspection companies that offer these services. Information pertaining to indoor air quality is available through the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

SEWAGE NOTICES

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person will install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987.) Buyer is advised that soil and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to the Pennsylvania Sewage

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Facilities Act, **Seller must provide** a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

NOTICE 4: **AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

NOTICE 5: **THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

NOTICE 6: **A REQUIRED REVISION FOR NEW LAND DEVELOPMENT, OR AN EXCEPTION TO THE REQUIREMENT TO REVISE, OR A REQUIRED SUPPLEMENT HAS NOT BEEN APPROVED FOR THIS LOT. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE, NOR MAY CONSTRUCTION BEGIN UNTIL SEWAGE FACILITIES PLANNING HAS BEEN APPROVED PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

CONDOMINIUM/PLANNED COMMUNITY NOTICE

The **Uniform Condominium Act** defines "condominium" as real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownerships solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

The **Uniform Planned Community Act** defines "planned community" as real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay any amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a cooperative or condominium may be part of a planned community. For the purposes of this definition, "ownership" includes holding a leasehold interest of more than 20 years, including renewal options, in real estate. The term includes non-residential campground communities.

A condominium or planned community may be created only by recording a **declaration** signed by all persons who have an ownership interest in the real estate that will ultimately be transferred to the individual unit owners. A person, persons, or entity that records the declaration is commonly referred to as the **declarant**. The Acts require that a declarant that sells a unit in a condominium or planned community provide the purchaser with a **public offering statement**.

PUBLIC OFFERING STATEMENT

A public offering statement must be offered for the protection of purchasers. Public offering statements may vary depending upon the nature of the condominium or planned community but will generally contain a brief description of the condominium or planned community including types, numbers, and schedule of commencement/completion of buildings, units and amenities; the number of additional units that may be included; a description of options reserved by the declarant to withdraw real estate and the effect that withdraw would have; a description of the significant features of the declaration, by-laws, rules and regulations; a balance sheet and projected budget; the initial or special fees that Buyer may owe at closing; the terms and significant limitations of any warranties provided by declarant; a notice of buyer's right to cancel following receipt of the Public Offering Statement; a description of how votes are allocated among unit owners, and other information as required by the Acts. If the condominium or planned community declaration provides that ownership or occupancy of the units may be owned in time-shares, additional information is required to be in the Public Offering Statement, including a summary of the special risks inherent in time-sharing.

Exemptions from the Uniform Condominium Act and Uniform Planned Community Act When a Public Offering Statement is Not Required

A declarant is not required to provide the buyer of a condominium or planned community unit with a public offering statement under the following circumstances.

The transfer of the unit is a gratuitous transfer.

The transfer of the unit is required by court order.

The transfer of the result of a disposition by a government or a governmental agency.

The transfer of the unit is a result of a disposition by foreclosure or deed in lieu of foreclosure;

The unit of the condominium is situated wholly outside of the Commonwealth and the contract was also executed outside of the Commonwealth.

MEDIATION

DISPUTE RESOLUTION SYSTEM RULES AND PROCEDURES

1. Agreement of Parties The Rules and Procedures of the Dispute Resolution System (DRS) apply when the parties have agreed in writing to mediate under DRS. The written agreement can be achieved by a standard clause in an agreement of sale, an addendum to an agreement

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Page 10 of 11
Seller Initials _____

of sale, or through a separate written agreement.

2. **Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed Request to Initiate Mediation DRS Transmittal Form (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
- A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
 - The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number.
 - A brief statement of the facts of the dispute and the damages or relief sought.

3. **Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators, cross off the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

A mediator who has any financial or personal interest in the dispute or the results of the mediation cannot serve as mediator to that dispute, unless all parties are informed and give their written consent.

4. **Mediation Fees** Mediation fees will be divided equally among the parties and will be paid *before* the mediation conference. The parties will follow the payment terms contained in the mediator's fee schedule.
5. **Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and set the date, time and place of the mediation conference. The mediator must give at least twenty days' advance notice to all parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.
6. **Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
- Have the authority to enter into and sign a binding settlement to the dispute.
 - Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, descriptions of witnesses and the content of their testimony. The mediator can require the parties to deliver written materials and information before the date of the mediation conference.

The mediator presiding over the conference:

- Will impartially conduct an orderly settlement negotiation.
- Will help the parties define the matters in dispute and reach a mutually agreeable solution.
- Will have no authority to render an opinion, to bind the parties to his or her decision, or to force the parties to reach a settlement.

Formal rules of evidence will not apply to the mediation conference.

7. **Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties of the intent at least ten days before the conference.
8. **Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes, but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial, or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.