

# Plymouth Valley Estates Lots 36-41

## AGREEMENT OF SALE

This Agreement (hereinafter the "Agreement") dated \_\_\_\_\_ is between S.J. Paone Development, Inc. with an address of 1120 N. Bethlehem Pike, Spring House, PA 19477 ("Seller"), and \_\_\_\_\_ with an address of \_\_\_\_\_ ("Buyer").

## TERMS OF AGREEMENT

NOW THEREFORE, for and in consideration of the promises stated herein and the payments as set forth herein, the parties do agree as follows:

1. **PARTIES AND ADDRESSES:**

- (a) Seller: S.J. Paone Development, Inc.  
Address: 1120 N. Bethlehem Pike, Spring House, PA 19477  
Phone Number: 215-542-1331
- (b) Buyer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2. **SETTLEMENT DATE:** Settlement ("Settlement") shall be made on or before \_\_\_\_\_, however, the actual the actual settlement date will be given in writing at "trim stage" of construction, subject to paragraph nine (9) hereof and subject to force majeure ("Estimated Settlement Date"). Notice of the precise date of settlement shall be given to Buyer not less than fourteen (14) days prior to settlement ("Settlement Date"). At settlement the unit shall be "substantially complete", as that term is herein below defined. Buyer hereby acknowledges that the Estimated Settlement Date is made as an accommodation to Buyer to assist Buyer in formulating future plans, but the Estimated Settlement Date shall not be considered of the essence of this Agreement.

**BUYER'S INITIALS:**

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3. **PROPERTY:**

- (a) Subdivision Plymouth Valley Estates (“Community”)
- (b) Unit/Lot Number \_\_\_\_\_ (“Unit”)
- (c) Model Number \_\_\_\_\_ (“Model”)
- (d) Street Address \_\_\_\_\_ (“Address”)

4. **PRICE AND TERM:**

- (a) Purchase Price \$ \_\_\_\_\_
- (b) Amount paid at signing of this Agreement \$ 1,000.00
- (c) Additional check to be paid on the 10<sup>th</sup> day following Seller approval \$ \_\_\_\_\_
- (d) Additional check to be paid on \_\_\_\_\_ \$ \_\_\_\_\_
- (e) Total Amount Due \$ \_\_\_\_\_

5. **SETTLEMENT CHARGES:**

- (a) At Settlement, Buyer shall pay all Settlement charges, including title insurance premiums, recording and acknowledgment fees, fire insurance premiums, mortgagee service charges and escrow account items, credit report and appraisal fees, reserves for taxes and insurance, conveyancing and recording charges and notary fees. Homeowner’s Association assessments, water and sewer rent and any other apportionable assessments, and utilities shall be apportioned pro rata as of the Settlement Date. Real estate taxes shall be pro rated on the basis of the last ascertainable tax bill. Buyer acknowledges that interim assessments are issued by the Board of Assessment as the house is being constructed. Any interim tax bills received after Settlement shall be solely the responsibility of Buyer.
- (b) Realty transfer taxes shall be borne equally by Buyer and Seller.
- (c) Buyer shall at Settlement also pay to the Homeowner’s Association a nonrefundable working capital contribution in the amount of One Thousand Dollars (\$1,000.00).

**BUYER’S INITIALS:**

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6. **TITLE:**

- (a) Title to the Unit shall be good and marketable or such as will be insured by a reputable title company at regular rates. The Unit shall be conveyed free and clear of all liens and encumbrances except restrictions, conditions and easements existing prior to Seller's ownership which do not materially adversely impact Buyer's use and enjoyment of the Unit or created by Seller at or prior to Settlement hereunder and reasonably necessary to the development of the Unit and the Community.
- (b) Buyer authorizes Seller to order Title Insurance through Security Abstract of PA, Inc.

7. **MORTGAGE:**

- (a) Buyer acknowledges that this Agreement is not contingent upon Buyer obtaining financing for the purchase of the Unit.
- (b) Buyer shall seek financing through Buyer's own sources. Buyer agrees and understands that failure to secure financing for the purchase of the Unit shall in no way release Buyer from Buyer's obligations under this Agreement. Buyer agrees to make application for financing within ten (10) days of Seller's acceptance of this Agreement. Failure to comply with any of the provisions of this paragraph shall be a default by Buyer. Buyer hereby authorizes any mortgage lender to whom Buyer makes application for a mortgage loan to disclose to Seller any and all information which Buyer provides to the lender or which Buyer authorizes the lender to obtain.

8. **THE WORK:** Seller shall construct the Unit and will perform all the work and supply all materials necessary ("Work") substantially in accordance with the plans and brochures and specifications attached in Addendum "B" of this Agreement ("Specifications").

**BUYER'S INITIALS:**

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9. **SUBSTANTIAL COMPLETION:**

- (a) “Substantially Complete” shall mean that the Unit is sufficiently complete so that owner can occupy or utilize Unit as a single family residence, and Seller has obtained a Use and Occupancy Permit. Further, if grading, seeding, driveways, and walkways cannot be completed prior to Settlement due to inclement weather, Settlement shall nonetheless take place in accordance with the terms hereof, and Seller’s only obligation shall be to complete same at such time after Settlement as weather and Seller’s schedule permit.
- (b) Buyer agrees that Seller will not escrow funds, at time of Settlement, for any reason. If Lender requires escrows, such escrows will be Buyer’s responsibility.

10. **ACKNOWLEDGMENT:** Buyer acknowledges that Seller, or Seller’s agent, has provided Buyer or Buyer’s agent with:

- (a) a copy of Seller’s Limited Warranty applicable to the Unit
- (b) a copy of the Public Offering Statement required by Pa. C.S.A. 5101, et seq., if applicable
- (c) Addendums “A” (Options & Extras), “B” (Specifications), “C” (Estimate of Closing Costs), “D” (Home Owner Documents), “E” (Site Plan Disclosure) attached hereto and made part of this Agreement
- (d) \_\_\_\_\_
- (e) \_\_\_\_\_.

11. **TIME:** If Seller is delayed at any time in commencing or performing the Work by changes ordered in the Work, acts of God, fire, unusual delay in transportation, adverse weather conditions, storm, abnormal conditions of the soil requiring time-consuming treatments, strikes, lockouts, or other labor disputes affecting either Seller or any of Seller’s suppliers of materials or labor, delay in issuance of permits, acts of war, or emergency proclamation, or any other causes beyond Seller's control, then the time for commencement and/or completion of the Work will be extended for such reasonable time as the Seller may determine.

**BUYER’S INITIALS:**

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12. **SELECTIONS:** Options and color selections must be selected by Buyer within two (2) weeks of a fully executed Agreement of Sale. Should Buyer fail to make options and color selections, Seller is hereby irrevocably authorized to proceed with the installation of materials of a color and design selected by Seller within the prescribed allowance as set forth in the Specifications.
13. **CHANGES:** Any changes or additions to the Work requested or ordered by Buyer must be set forth in writing setting forth the change, the cost thereof and the additional time for completing the Work caused thereby, signed by Buyer. The cost of any such changes or additions as requested and ordered by Buyer after the execution and delivery of this Agreement will be added to the contract sum. If despite the foregoing, Buyer requests a change or addition without specifying the price therefore, or the change or addition is not in writing signed by Buyer and Seller performs the change or addition in the Work, Seller will have the right to unilaterally set the price for the change or addition so long as the price is reasonable. Any extras that are requested by Buyer are to be paid on demand of Seller on or before the date of Settlement. Any changes made once the working blue prints are established and distributed to the construction superintendent and subcontractors will be subject to a change fee of One Hundred Dollars (\$100.00) in addition to the cost of the change requested.
14. **RADON:** As a precaution, Seller shall prepare the Unit for radon mitigation with the rough-in installation of a radon mitigation stack. Seller has offered to Buyer, as an optional extra, to complete the system to ventilate any radon gas that may be present after the construction of the dwelling contemplated herein. Buyer has elected not to select this option and Buyer recognizes that any collection of radon gas after the completion of the Unit will be Buyer's sole responsibility and the provisions for ventilation therefore shall be at Buyer's sole cost without any liability on the part of Seller.
15. **DISCLAIMER:** Buyer is purchasing the Unit upon the basis of its own investigation and without regard to any representations, statements, promises or the like made by Seller or any Agent of Seller, except as specifically set forth in this Agreement.

**BUYER'S INITIALS:**

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16. **OPTIONS:** In some cases, options and extras are to be paid as required by the Seller and Subcontractors. Should Buyer not settle for any reason, the total amount of options/extras money is due and payable immediately.

17. **DEFAULT BY BUYER:**

- (a) Except with respect to the Estimated Settlement Date, time is of the essence in this Agreement.
- (b) Should Buyer:
  - (i) Fail to make any payments as specified, or
  - (ii) Furnish false or incomplete information to Seller, Seller's agent or the mortgage lender, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment, or
  - (iii) Violate or fail to fulfill and perform any other terms or conditions of this Agreement, then in such case, all deposit money and other sums paid by Buyer on account of the purchase price, whether required by this Agreement or not, may be retained by Seller:
    - 1. On account of the purchase, or
    - 2. As monies to be applied to Seller's damages, or
    - 3. As liquidated damages for such breach.
      - (i) As Seller may elect, and in the event that Seller elects to retain the monies as liquidated damages in accordance with this Paragraph 17 Seller shall be released from all liability or obligations and this Agreement shall become **NULL AND VOID** and all copies will be returned to Seller's agent for cancellation.

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18. **RISK OF LOSS:** Damage by fire or other casualty prior to Settlement shall not void this Agreement, provided that Seller shall rebuild the Unit as quickly as is reasonably practical, and the date of Settlement shall be automatically extended by the appropriate period required to allow Seller to rebuild the Unit aforesaid.

19. **SELLER'S LIMITED WARRANTY:**

(a) **SELLER EXPRESSLY WARRANTS THAT IT WILL CORRECT ANY MATERIAL DEFECTS IN THE HEATING, PLUMBING, AIR CONDITIONING, ELECTRICAL, ROOFING OR MAJOR STRUCTURAL SYSTEMS OF THE HOUSE THAT OWNER, BY DUE WRITTEN NOTICE, CALLS TO SELLER'S ATTENTION WITHIN TWELVE (12) MONTHS OF THE DATE OF SETTLEMENT, PROVIDED THAT SUCH DEFECTS DO NOT RESULT IN WHOLE OR IN MATERIAL PART FROM WORK, ALTERATIONS OR OTHER ACTS PERFORMED OTHER THAN BY SELLER, ACTS OF GOD OR ANY OTHER CAUSES NOT DIRECTLY ATTRIBUTABLE TO SELLER. THIS WARRANTY IS GIVEN EXCLUSIVELY FOR THE BENEFIT OF BUYER AND DOES NOT EXTEND TO, NOR SHALL IT BE ASSIGNED OR TRANSFERRED TO, ANY FUTURE OWNER OF THE HOUSE WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, INCLUDING, WITHOUT LIMITATION, ANY HEIR, ADMINISTRATOR, SUCCESSOR AND/OR ASSIGN OF BUYER. ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXCLUDED, INCLUDING SPECIFICALLY ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL HAVE THE SOLE RIGHT TO DETERMINE WHETHER A DEFECT SHALL BE CORRECTED BY REPAIR OR REPLACEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURIES ARISING UNDER THE WARRANTY OR THIS AGREEMENT.**

(b) Specifically, and without limitation, no warranty is given in respect to any other matters relating to the construction of the Unit or the condition of the premises including without limitation of the following or the consequences thereof:

**BUYER'S INITIALS:**

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- (i) Nail pops, seam ridge and shrinkage in drywall, lumber, trim Millwork and wood floors.
- (ii) Settling of the areas around the Unit, driveways, or trenches where utility lines and/or pipes are located underground.
- (iii) Cracking, dripping or discoloration of or imperfections in grout, drywall, stucco, concrete, foundation or basement walls.
- (iv) Shrinking or warping of doors less than one-half (1/2) inch.
- (v) Color variations in fixtures, appliances, stained wood, tile, brick mortar or stucco.
- (vi) Quantity or quality of growth of grass, trees and shrubs. It is the responsibility of Buyer to water, fertilize, trim trees and shrubs and reseed as necessary. Any soil washouts from rain or melting snow and lack of growth of trees and shrubs from date of substantial completion are the responsibility of Buyer.
- (vii) Seller will not warrant on-lot plantings. It is the responsibility of the Buyer to monitor and care for on-lot planting from the date of Settlement.
- (viii) Dampness or water in the basement. If however, Seller is notified in writing by owner within twelve (12) months of the date of Settlement that there is water seepage into the basement, Seller will at no cost to Buyer, install a sump pump.
- (ix) Any condensation problems, including but not limited to windows, skylights or attics.
- (x) Seller will not be responsible for any condensation caused by placement of recessed lighting in cathedral ceilings and/or areas where condensation can be created.
- (xi) Any appliances, component equipment and the like for which the manufacturer thereof issues a separate warranty except as to Seller's workmanship with respect to installation of the equipment (and Seller shall assign to Buyer all guarantees or warranties extended by the manufacturer of any equipment).
- (xii) Stainless Steel Disclosure: Should Buyer select and/or purchase stainless steel appliances, Seller will not be in any way responsible for any inherited imperfections due to the nature of the material surface. Defects such as scratches and dents may occur in transporting the appliances; should the quality of the product not meet the standards and expectations of the Buyer, then Buyer should contact the Manufacturer for their warranty regarding repair or replacement of the appliances. Buyer agrees to hold the Seller harmless for any and all claims related to repair or replacement of Stainless Steel Appliances.

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- (c) Buyer agrees that there are no other warranties either expressed or implied and hereby waives and relinquishes any and all implied warranties of habitability and fitness and agrees to rely solely on Seller's limited warranty set forth in this Agreement. Buyer acknowledges and agrees that Seller is relying on this waiver and would not sell the property to Buyer without this waiver. The provisions of this paragraph shall survive Settlement and delivery of the Deed to Buyer and shall apply in equal force and effect as long as Buyer owns the Unit. For example, in the event Buyer decides to sell the Unit, Seller shall not be obligated to make any repairs recommended by a home inspector hired by a prospective purchaser, unless said recommended repairs are expressly within the scope of warranties given herein.
- (d) Buyer hereby waives and relinquishes all claims against Seller for damages to property or personal injury arising after the date of this contract and relating to any claims for repairs or modifications to the property except as specifically covered by the Seller's limited warranty set forth in this Agreement.

**20. SUBSTITUTION OF MATERIALS AND INSURANCE:**

- (a) Seller is given the option at Seller's sole discretion to make substitutions of materials of equal or better quality without additional cost to Buyer whenever Seller finds it necessary or expedient to do so. Seller will have the right to make any minor change or changes in the construction of the Unit that Seller may in its reasonable discretion find necessary in the course of construction. However, if a major change is necessary, Buyer will be notified of the proposed change.
- (b) Seller will have no liability regarding appliances and fixtures supplied by Buyers. **Buyers should incorporate a rider to their existing Homeowners Policy to insure their off premises goods.**

**21. GRADING AND SEEDING:**

- (a) Seller will have the sole discretion to establish all vertical and horizontal contours in elevations of grading and the Unit will be erected upon the lot at such location thereon and at such elevation as Seller in its sole discretion shall deem advisable.

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Where trees exist upon the premises, Seller will take reasonable effort to avoid damage; however, in no event will Seller be liable for damage to trees. Seller shall leave all areas with trees in their natural state if so determined by Seller. Vegetation shall remain or be removed at the sole discretion of Seller.

- (b) Seller will plant a landscaping package and site trees per the Township approved plan. Trees and shrubs are subject to change based on availability. No guarantee for on-lot plantings. Seller is not responsible for cold and/or dry weather or rains that hinder the growth of the shrubs and/or trees.
- (c) Some portions of the Property may be encumbered by Amended Soils (a mixture of topsoil and all or some of the following: compost, sand, peat, hardwood bark mulch). While this is excellent for grass and tree growth, the Buyer may notice the lawn area is “softer” after rain. This is normal.
- (d) Seller will finish grading of the lot and seeding of the site in an area not to exceed 1/2 acre (including the land on which the house is built) but no grading or seeding shall be done in areas with trees or abnormal topography. Grading will be done with the soil that exists on the said Lot. No soil will be brought in to elevate or add due to the topography.

22. **ROCK:** In the event Seller encounters a subsoil rock formation which (1) prevents penetration with standard excavating equipment, and which (2) requires pulverizing or blasting or construction modifications, then Buyer will be responsible for the cost of removing such rock and/or for the cost of such construction modifications over and above the contract price specified herein.

23. **DEPOSIT AND RECOVERY FUND:** Deposits or hand monies shall be paid to **S. J. Paone Development, Inc.** and held at BB & T Bank, Escrow Agent for Seller, which shall retain the same until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Escrow Agent for Seller may, at its option, hold any uncashed check tendered as deposit or hand monies, pending the acceptance of this offer. A real estate recovery fund exists to reimburse persons who have suffered monetary loss and have obtained an uncollectible judgment due to fraud,

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misrepresentation or deceit in a real estate transaction by a Pennsylvania licensee. For complete details call the Pennsylvania State Real Estate Commission at (717) 783-3658.

24. **AGENCY:** It is expressly understood and agreed between Seller and Buyer that the within-named agent, broker, Vanguard Realty Associates, LLC (“Broker”) and any sub-agent, broker and their sales people, employees, officers, and/or partners are the agents for Seller, not Buyer, and that this was disclosed during the initial interview. Further, no agent of Seller has any authority to make any representations, covenants, agreements, or the like, with respect to the Unit. Agent, however, may perform services for Buyer in connection with financing, insurance, and document preparation. Buyer further authorizes Seller's agent to prepare documents and other conveyancing services for Settlement.
25. **NO ENTRY:** Buyer warrants and agrees not to enter the Unit or the Community at any time without written permission from Seller and Buyer further warrants and agrees that he will not do any work himself or authorize anyone to do work of any kind on the Unit prior to Settlement, i.e., Buyer is required to use Seller’s subcontractors for all work inside and outside of the Unit prior to Settlement. Any costs incurred by the Seller as a result of Buyer’s failure to comply with this paragraph will be the responsibility of the Buyer at a rate of \$100.00/hr plus materials.
26. **PRE-SETTLEMENT INSPECTION:** Upon notification by Seller, Buyer and Seller shall make an inspection of the dwelling prior to settlement. At the inspection, Buyer and Seller shall complete and sign a Pre-Closing Inspection Form which shall list any items which will be completed and/or repaired within a reasonable time after settlement (the “Punchlist”). The Punchlist shall not constitute a bar to settlement, and settlement shall be held in accordance with the terms and conditions of this Agreement. Failure of Buyer to inspect on the scheduled appointment date or to complete the inspection or to sign the Punchlist shall constitute a waiver of Buyer’s right to inspect the dwelling and shall be deemed full acceptance of the dwelling by Buyer.
27. **NO ASSIGNMENT:** This Agreement shall not be assigned or transferred by Buyer without the written consent of Seller being first had and obtained. Subject to the

**BUYER’S INITIALS:**

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provisions regarding assignment by Buyer, this Agreement shall extend to and bind the heirs, administrators, successors and assigns of the respective parties hereof.

28. **SALE OF BUYER'S HOUSE:** Buyer acknowledges that this Agreement is in no way contingent upon the sale and Settlement of any real estate currently owned by Buyer.
29. **ENTIRE AGREEMENT:** This writing contains the entire agreement between the parties and no agent, representative, salesman or officer of the parties hereto has the authority to make or has made any statement, agreement, representation or contemporaneous agreement, oral or written, in connection therewith modifying, adding to or changing the terms and conditions set forth herein. No dealing between the parties or customs shall be permitted to delete, contradict, vary or add to the terms thereof. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto. This Agreement and any written modifications, if any, shall not be deemed binding unless signed by the authorized individual on behalf of Seller.
30. **DEED ACKNOWLEDGEMENT:** Buyer acknowledges that Seller is not yet the owner of the tract of ground which is the subject of this Agreement of Sale. Buyer further acknowledges that at settlement, the deed to Buyer may be from the legal owner of the property but that Buyer's dealings and contractual relationships regarding the construction of the Unit have solely been with Seller, and Buyer agrees to look solely to Seller for performance of this Agreement and agrees to indemnify and hold harmless the legal owner from any claim or cause of action arising out of the construction of the Unit contemplated herein including reasonable attorneys fees. The parties agree that if the legal owner is named as a defendant in any legal or equitable action relating to the sale of the property for construction of improvements other than an action based on the legal owner's failure to deliver a deed when both Buyer and Seller so direct, the parties so naming the legal owner as a party to such action shall reimburse legal owner for its actual and projected defense cost, including attorneys' fees.

**BUYER'S INITIALS:**

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31. **NOTICES:** Notices hereunder shall be given by Federal Express or UPS without necessity of recipient signature, as set forth below, addressed to Seller at the address on page one hereof and if to Buyer at the address on page one hereof.

**BROKER:** Vanguard Realty Associates, LLC

ADDRESS: 2350 Butler Pike, Suite 6, Plymouth Meeting, PA 19462

EMAIL: \_\_\_\_\_

TELEPHONE: 215-542-8381

**DESIGNATED AGENT:** Rima Kapel

EMAIL: RIMA@RIMAKAPEL.COM

TELEPHONE: 484-645-3656

**BUYER AGENT:**

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**DUAL AGENT:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**SELLER:** S.J. PAONE DEVELOPMENT, INC

ADDRESS: PO BOX 280, SPRING HOUSE, PA 19477

EMAIL: WILL BE PROVIDED BY CONSTRUCTION PERSONNEL

TELEPHONE: 215-542-1331

**BUYER:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

32. **COMMUNICATION:** All communications between Buyer and Seller shall be in writing and deemed to have been given if delivered by a reputable overnight delivery service (charges prepaid (“Approved Communication Method”). The parties

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acknowledge and agree that given the nature of the home building industry and Work, Owner and Builder may exchange customary communications in person, via verbal telephone conversations, and the email addresses set forth in paragraph 31.

Notwithstanding the foregoing, Buyer agrees that communications will not be binding or have any consequential effect on the Seller unless such communications are given via an Approved Communication Method. Buyer specifically acknowledges and agrees that the Seller shall not be liable for failing to respond to or address Buyer's requested changes or additions to the Work, chosen options, selections, complaints regarding the Work, workmanship or service, or any other communication from Buyer if such communication is not made via an Approved Communication Method. Buyer further acknowledges and agrees that Seller shall have no obligation whatsoever to respond to any communication made to Seller through any social media platform such as Facebook, Twitter, LinkedIn, Instagram, Google Plus+, Vine, or any other social media platform (collectively, "Social Media Platform"). Communications made to Seller through a Social Media Platform shall have no binding or consequential effect on Seller.

33. **VOID WARRANTY:** FROM THE DATE OF THIS AGREEMENT AND CONTINUING AFTER THE WORK IS COMPLETE, BUYER AGREES THAT BUYER SHALL ONLY COMMUNICATE COMPLAINTS (IF ANY) RELATED TO QUALITY OF THE WORK OR SELLER'S WORKMANSHIP AND SERVICE, OR REQUESTS RELATED TO ANY WARRANTY EXPRESSLY PROVIDED UNDER THIS AGREEMENT (COLLECTIVELY, "COMPLAINTS OR WARRANTY TOPICS") DIRECTLY TO THE SELLER VIA AN APPROVED COMMUNICATION METHOD. BUYER AGREES THAT IT SHALL NOT COMMUNICATE THE COMPLAINTS OR WARRANTY TOPICS PUBLICALLY VIA ANY SOCIAL MEDIA PLATFORM. DUE TO THE NATURE OF SELLER'S BUSINESS AND THE HOME BUILDING INDUSTRY, ANY BREACHES BY BUYER OF THIS PROVISION WILL CAUSE SUBSTANTIAL AND IRREPARABLE HARM TO SELLER, THE SCOPE AND ECONOMIC EXTENT OF WHICH MAY NOT BE SUSCEPTIBLE TO CALCULATION OR

**BUYER'S INITIALS:**

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QUANTIFICATION. THEREFORE, IN ADDITION TO, AND NOT IN SUBSTITUTION OF, ALL OTHER REMEDIES WHICH SELLER HAS UNDER THIS AGREEMENT OR AT LAW OR IN EQUITY, ANY WARRANTY THAT IS EXPRESSLY PROVIDED TO BUYER UNDER THIS AGREEMENT SHALL AUTOMATICALLY BECOME NULL AND VOID UPON BUYER'S BREACH OF THIS PROVISION AND SELLER SHALL, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY, BE ENTITLED TO INJUNCTIVE RELIEF (TEMPORARY AND PERMANENT) AND SPECIFIC PERFORMANCE TO PREVENT BREACHES HEREUNDER AND/OR TO COMPEL PERFORMANCE OF THE OBLIGATIONS IMPOSED HEREUNDER.

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34. **LIABILITY:** Neither Seller nor Seller's agents can be liable or responsible for consequential damages or personal injury resulting from conditions inherent to home construction or a site under construction before or after Settlement including any incidental expenses that may be incurred by the Buyer. These conditions include but are not limited to construction defects, mud, dust, construction materials and debris, construction vehicles and machinery, road obstructions or road settlement, high manholes and inlets, high curb depressions, etc. Buyer agrees to hold the Seller, it's employees, officer and agents harmless from any and all consequential damages or personal injury resulting from conditions inherent to home construction or a site under construction whether they occur before or after Settlement including any incidental expenses that may be incurred by the Buyer or a guest of the Buyer.
35. **ARBITRATION AND WAIVER OF JURY TRIAL:** SELLER AND BUYER WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION. ALL CLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION BOTH BEFORE AND AFTER SETTLEMENT ARISING OUT OF OR RELATING TO THIS AGREEMENT OF SALE OR THE UNIT BEING PURCHASED SHALL BE DECIDED BY ARBITRATION IN ACCORDANCE WITH THE FOLLOWING RULES. BUYER SHALL SELECT AN INDIVIDUAL TO REPRESENT BUYER'S INTEREST IN THE SELECTION OF

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**AN ARBITRATOR AND WITHIN FIVE DAYS AFTER BUYER'S SELECTION, SELLER SHALL SELECT A REPRESENTATIVE OF SELLER'S INTEREST IN THE SELECTION OF AN ARBITRATOR AND THOSE TWO REPRESENTATIVES MUST WITHIN TEN DAYS AFTER THE APPOINTMENT OF THE SECOND PERSON AGREE ON A THIRD PERSON WHO WILL BE THE SOLE ARBITRATOR. ARBITRATION MUST COMMENCE WITHIN TWENTY DAYS AFTER THE SELECTION OF THE ARBITRATOR AND THE DECISION RENDERED WITHIN FIVE DAYS AFTER THE HEARING. THE FEES OF THE ARBITRATOR WILL BE PAID AS DETERMINED BY THE ARBITRATOR. BUYER AND SELLER EACH AGREE THAT NO ACTION AT LAW OR IN EQUITY OR ANY LIS PENDENS OR OTHER ACTION SHALL BE UNDERTAKEN PRIOR TO OR DURING THE COURSE OF ARBITRATION. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT THAT EITHER PARTY INSTITUTES ANY LEGAL PROCEEDING OTHER THAN ARBITRATION AND THE OTHER PARTY IS REQUIRED TO CONTEST THAT PROCEEDING TO HAVE THE DISPUTE DETERMINED BY ARBITRATION THEN THE PARTY INSTITUTING THE OTHER PROCEEDING SHALL BE LIABLE FOR AND PAY TO THE NON-DEFAULTING PARTY ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE NON-DEFAULTING PARTY. PAYMENT OF THE ATTORNEY'S FEES AND COSTS WILL BE A PREREQUISITE TO COMMENCING ANY ARBITRATION HEARING. BUYER AND SELLER AGREE THAT THE COUNTY IN WHICH THE PROPERTY WHICH IS THE SUBJECT OF THIS AGREEMENT OF SALE IS LOCATED SHALL BE THE COUNTY IN WHICH ANY LITIGATION TAKES PLACE.**

**IN THE EVENT THAT THE PARTIES SHOULD END UP IN THE COURT OF COMMON PLEAS, SELLER AND BUYER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION**

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**ARISING UNDER THIS AGREEMENT, AND FURTHER AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.**

36. **MOLD:** Mold is found in both the indoor and outdoor environment, including Units. Mold growth is highly dependent on the presence of moisture. When a mold spore comes into contact with a wet or damp surface indoors, the mold begins to grow. Mold spores will not grow unless there is moisture present in your Unit. Therefore, as a homeowner, whether or not you experience mold growth depends to a large extent on how you maintain your home and whether there is a source of moisture present in your home. As a Seller our responsibility is limited to things that we can control and which are provided for in our warranty. By executing this Agreement you agree that as a Seller we are not responsible for any damages caused by mold, including but not limited to, property damage, personal injury, loss of income, emotional distress, loss of use and adverse health effects.
37. **INSTALLATION OF ADDITIONAL IMPERVIOUS COVER:** Buyer acknowledges that the storm water management plan that is part of the subdivision of which your lot is a part, was calculated based upon the impervious cover proposed to be installed by Seller. If, after Settlement, Buyer creates additional impervious cover by expanding Buyer's driveway, installing a patio, swimming pool, tennis court or similar facility, and that additional work results in the municipality requiring Seller to perform additional storm water management control, then the cost of that control shall be borne by Buyer. The cost shall include Seller's design fees, municipal review fees and any costs incurred by Seller.
38. **DRIVEWAY APRON AND CURB DAMAGE AFTER SETTLEMENT:** In the event that after settlement Buyer has work done, such as the installation of a pool, and when that work results in damage to the driveway apron or curbs fronting the lot, the Buyer shall be solely responsible for the repair of the driveway apron and/or curb. In the event that Buyer damages the sidewalk at the front of the property by putting salt or other chemicals on the sidewalk, then Buyer shall be solely responsible to repair that sidewalk.

**BUYER'S INITIALS:**

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**39. NPDES PERMIT AND POST CONSTRUCTION STORMWATER**

**MANAGEMENT PLAN:** Buyer acknowledges that the lot Buyer is purchasing is part of a subdivision within the boundary of a National Pollution Discharge Elimination System (NPDES) Permit for Discharges of Stormwater Associated with Construction Activities (PAG-02). As part of the NPDES permit, Seller was required to prepare an approved Post Construction Stormwater Management Plan (“PCSM Plan”) which details the location and type of stormwater management facilities within the subdivision, including those located on individual lots, and the responsibility for maintenance of such stormwater management facilities. Buyer acknowledges having the opportunity to review the PCSM Plan and agrees not to take any actions, either before or after settlement, which would impact any stormwater management facility shown on the PCSM Plan or Seller’s ability to finalize and close out its NPDES permit. Further, Buyer agrees to maintain any stormwater management facility on Buyer’s lot as required by the PCSM Plan. This paragraph shall survive settlement. If Buyer violates the terms of this paragraph, Buyer shall be responsible to Seller for the cost of correction of Buyer’s violation including design fees, municipal review fees, attorney’s fees, and any costs or penalties incurred by Seller. Buyer agrees to work with Seller on the Notice of Termination of Construction Activities.

**40. HOMEOWNERS ASSOCIATION:**

The lot and dwelling being purchased by Buyer is designated as a Unit in a Planned Community known as Plymouth Valley Estates Planned Community and Buyer, upon purchasing a Unit, will be a member of the Plymouth Valley Estates Community Association (the “Association”). Buyer has received, on or prior to the date of execution of this Agreement, a Public Offering Statement which provides an explanation regarding the establishment of the Planned Community and the operation of the Association.

**41. GRINDER PUMP AND SHARED ACCESS DRIVEWAY NOTICE:**

Units 36 through 41 are served by individual sewer grinder pumps and share an access driveway. Each of the Unit Owners of Units 36 through 41 will be responsible for maintaining the grinder pump serving their individual Unit. The Owners of Units 36

**BUYER’S INITIALS:**

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through 41 will share equally in the cost of maintaining the access driveway. The Association shall have the right, but not the obligation, to maintain individual grinder pumps or the shared driveway as further explained in the Declaration of The Plymouth Valley Estates Planned Community.

42. **SELLER DEFAULT:** If Seller shall default hereunder including Seller's refusal to proceed to settlement with Buyer, Buyer's sole remedy shall be to be repaid the amounts heretofore paid by Buyer on account of the purchase price, together with liquidated damages in the amount of \$1,000.00 and of being reimbursed for reasonable title insurance company charges and reasonable mortgage application fees heretofore incurred, in which event this Agreement shall terminate and neither of the parties shall have any further rights or obligations hereunder. Buyer hereby waives the right to the remedy of specific performance.
43. **HEADINGS FOR REFERENCE ONLY:** The headings in this Agreement are inserted for convenience of reference, and shall not affect the meaning, construction, scope, or effect of this Agreement.
44. **OFFER TO INSTALL AUTOMATIC FIRE SPRINKLER SYSTEM:**
- (a) Buyer acknowledges that Seller has given Buyer the option of having an automatic fire sprinkler installed in Buyer's Unit identified in paragraph three (3) ("Unit") of this Agreement. Buyer acknowledges that Seller has provided to Buyer information as made available by the Office of the Pennsylvania State Fire Commissioner about the possible benefits of installing an automatic fire sprinkler system in Buyer's new Unit.
  - (b) Buyer also was notified by Seller that the information may also be found at the Pennsylvania State Fire Commissioner's website:  
<http://www.osfc.pa.gov/Pages/default.aspx#.VXcMos9VhBc>
  - (c) After considering both the costs and the benefits of installing an automatic fire sprinkler system in Buyer's new Unit, Buyer has elected one of the following:

**BUYER'S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

( \_\_\_ ) Accept the offer for the installation of an automatic sprinkler system in Buyer's new Unit for the amount specified in Addendum "A" (Options& Extras). **Buyers' Initials:** \_\_\_\_\_.

( X ) Not have an automatic fire sprinkler system installed in Buyer's new Unit. **Buyers' Initials :** \_\_\_\_\_.

45. **INSULATION NOTICE:** Material: (Fiberglass) 6" batt insulation (R-19) in walls, foam and caulk package at exterior protrusions, blown-in insulation (R-30) in attic. Sound dampening batts on bathroom walls at pipe locations, laundry room and drain lines (where possible). Insulated garage with R-19 in walls and R-30 in ceiling. Materials subject to change based on code regulations at Seller's discretion.
46. **POSSESSION:** Possession will be given by Deed upon completion of final settlement and full payment of the balance of the funds called for under this agreement together with all costs of settlement. THE ACCEPTANCE OF KEY OR DEED OR ENTRY INTO POSSESSION OF ANY PART OF THE PREMISES BY BUYER IS AN ACCEPTANCE BY BUYER OF COMPLETION. IT IS HEREBY AGREED THAT, AFTER SETTLEMENT IS MADE AND/OR KEY IS ACCEPTED AND/OR ENTRY INTO POSSESSION OF ANY PART OF THE PREMISES BY BUYER, CLAIMS OR DEMANDS OF ANY KIND WILL BE LIMITED TO THOSE PROVIDED FOR IN PARAGRAPH 19 ABOVE.
47. **NO RECORDING:** This Agreement shall not be lodged in any public office for record. Any such unauthorized recording shall be deemed a material breach of this Agreement.
48. **WAIVER OF TENDER:** Formal tender of deed and tender of monies are hereby waived.
49. **ZONING CLASSIFICATION AND PUBLIC ROAD DISCLOSURES:** The legislature and the Pennsylvania State Real Estate Commission require that certain language be included in all Agreements of Sale, whether or not it is applicable. Those disclosures are as follows:
- (a) The zoning classification of the property is B Residential. The failure of the Agreement of Sale to contain the zoning classification of the property shall render

**BUYER'S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

the Agreement voidable at the option of the Buyer and, if voided, deposit tendered by the Buyer shall be returned to the Buyer without a requirement of court action.

(b) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation. Seller has arranged all necessary highway occupancy permits.

**50. GOVERNING LAW:** This Agreement shall be governed by the laws and regulations of the Commonwealth of Pennsylvania.

**51. CONFIDENTIALITY:** It is hereby agreed that all of the terms and conditions of the above reference Agreement of Sale are to be held totally confidential and not disclosed to any party, other than lending institutions that may have a need for disclosure in connection with the Buyer's financing of the subject property.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

**Witness:**

**Buyer:**

\_\_\_\_\_

\_\_\_\_\_

**Witness:**

**Buyer:**

\_\_\_\_\_

\_\_\_\_\_

**Witness:**

**Seller:**

\_\_\_\_\_

\_\_\_\_\_  
S.J Paone Development, Inc.  
Salvatore J. Paone, President

Driscoll Tract, LLC is the legal owner of the property which is the subject of this Agreement of Sale, and joins in this Agreement for the sole purpose of demonstrating its willingness to sign and deliver a deed as required in paragraph 30 hereof.

\_\_\_\_\_  
Signature

**BUYER'S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

**BUYER'S INITIALS:**

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# **Addendum “A” (“Options & Extras”)**

**BUYER’S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

# **Addendum “B”**

## **(“Specifications”)**

**BUYER’S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_



**Addendum “C”**  
**(“Estimate of Closing Costs”)**

**BUYER’S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

**Addendum “D”**  
**(“Homeowner Documents”)**

**BUYER’S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

**Addendum “E”**  
**(“Site Plan Disclosure”)**

**BUYER’S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

**SITE PLAN DISCLOSURE**

**Plymouth Valley Estates**

Development Name

\_\_\_\_\_

Address

\_\_\_\_\_

Lot Number

\_\_\_\_\_

Buyers' Names

\_\_\_\_\_

Block/Unit Number

Please sign the attached to verify that the information about each was presented and explained with regard to your property:

1. Common areas, such as park lands, streets, and open space;
2. All lot lines within the development;
3. All deed restrictions which affect development of the lots;
4. Membership in a homeowner's association, if required. A copy of the Homeowner's Association or Condominium Agreement has been provided;
5. All dimensional requirements for the primary uses on each lot, such as setback requirements, building coverage, impervious coverage and height limits;
6. The location of all easements through the development, describing the general terms of the easements and showing which lots are affected by these easements;
7. The location of all areas within the development and on each lot which are classified as wetlands, under the currently used definition, and a reference to Township Code requirements which govern wetlands;
8. The location within the development and on each lot of floodplain area, as defined by the Township's Zoning Ordinance and a reference to Township Code requirements which govern floodplains;
9. The location of storm water drainage facilities, and the paths of storm water runoff, and a reference to Township Code requirements which govern storm water facilities;
10. Any constraints which would affect emergency vehicles' accessibilities to the development;
11. The zoning of land which abuts the development, and a description of permitted uses for each zoning district;

**BUYER'S INITIALS:**

\_\_\_\_\_ - \_\_\_\_\_

12. The proposed land use of the development and abutting properties as shown in the Township's most recent Comprehensive Plan;
13. Proposed new road right-of-ways shown in the official map of the Township, if any exists;
14. Any environmental hazards including superfund sites.
15. The location within the development and on each lot of Site Landscaping as required by Township Approval;
16. The location within the development and on each lot to Site Amenities if applicable.
17. **Buyer acknowledges that Seller, its agents or contractors, have a License across and upon the lot being purchased which will allow Seller, its agents or contractors to perform any work which may be required by any Federal, State, or Local government or agency to be done after the date of settlement. Seller shall not be liable to Buyer for any damage to the premises or property as is ordinarily incident to such construction (including, but not limited to, change of grade and earth and tree removal) whether caused by Seller, its agents or contractors.**
18. **Buyer agrees to record an easement across, upon, and against the lot being purchased which will allow Seller, its agents or contractors to perform any work which may be required by any Federal, State, or Local government or agency to be done after the date of settlement. Seller shall not be liable to Buyer for any damage to the premises or property as is ordinarily incident to such construction (including, but not limited to, change of grade and earth and tree removal) whether caused by Seller, its agents or contractors.**

I/we, the undersigned, acknowledge that I/we have received a copy of the subdivision and/or land development plan and related text narrative of my/our property from the Seller and understand and agree to the constraints imposed therein with regard to my/our property. I/we also understand that signing this disclosure statement does not release me/us from meeting requirements of any of the Codes of the Township.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Owner/Authorized Agent

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BUYER'S INITIALS:**

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