

BUILDERS ADDENDUM/FOX RIDGE

Seller _____

Buyer _____

Property _____

Agreement of Sale Dated _____

- I. **OPTIONS/UPGRADES:** Buyer(s) hereby acknowledge that certain options/upgrades selected for their new home may or may not add a value to the home equivalent to the cost of said option/upgrade. Therefore buyer(s) agree that in the event the home does not appraise for the sale price as determined by the Buyer's/Lender's appraiser the Buyer will pay Builder in full the difference between the sale price and appraised value upon receipt of appraisal so long as the home appraises for a value equal or greater than BASE PRICE. Said payment shall be made directly to the Builder prior to options/upgrades being installed and shall be deemed non-refundable under any circumstances.

- II. **SUBDIVISION NOTES:** Buyer hereby agrees to comply with the applicable Final Subdivision Notes as recorded in the County Office of Recorder of Deeds. (View notes at www.foxridgepa.com)

- III. **PERMITS AND ENERGIZED UTILITIES:** Buyer and Seller agree to extend settlement date if there are delays in issuance of permits and/or the energizing of utilities into the home. If a moratorium of permitting occurs for any reason, Seller may terminate this agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to buyer and this agreement will be void.

- IV. **CHANGE ORDERS:** Seller shall have total discretion as to whether a change order is approved. Written change orders with cost shall be prepared by the listing agent to become part of the agreement of sale and signed by the Buyer and Seller. Change orders that are generated ten (10) business days after the agreement of sale is signed by the Seller, will incur an administrative fee of \$50.00 per item. Additional change order requirements are as follows:
 - a. 50% of change order(s) amount shall be prepaid to Seller before changes will be made.
 - b. Administrative fee for each item generated after ten (10) business days must be prepaid to Hess Home Builders Inc.
 - c. Cost of change order(s) and Administrative fees shall not be considered down monies and are not refundable.
 - d. All change orders must be approved and prepaid prior to thirty (30) days of settlement.

- V. **SELECTION OF INTERIOR FINISHES:** All selections are subject to seller approval. Selections, if any, shall be chosen within the ten (10) business days of Seller signing the agreement. If selections are not completed within the then (10) business day period, Seller has the option to complete the selections. The cost of selections made that are above the Seller allowance shall be paid directly to Seller. Selection of some products may impact the ability of Seller to meet settlement date. Seller shall select all exterior colors and materials.

- VI. INCLEMENT WEATHER CONDITIONS: Buyer agrees that if construction of dwelling takes place during a time of year when the exterior cannot be completed funds for uncompleted items may be held by an escrow agent agreeable to Seller only if required in writing by the Buyer's lender. If required by buyer's lender, seller agrees to escrow any funds as may reasonably required, however, escrowed funds shall not exceed one and one half times the actual cost of items to be completed. Buyer and Seller agree that the Appraiser selected by the Buyer's lender for the transaction shall determine if items are completed for which funds are held, at which time the escrow agent shall release escrow funds directly to Seller.
- VII. GRADING AND SEEDING: Final grading and seeding of lawn is part of the agreement. Seller shall not be responsible for proper care and watering of lawn and shrubs (if any). In the event of soil settlement around the foundation or soil displacement due to excessive rain or erosion, the Seller agrees, one time only, to supply soil and seed for a period of six (6) months from the date of settlement. Buyer will be responsible for soil and seeding after that one (1) time.
- VIII. EMERGENCY ESCAPE AND RESCUE OPENINGS DISCLOSURE: Basements with habitable space and every sleeping room shall have a least one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement (International residential Code R310)
- IX. BUILDER WARRANTY: A Hess Home Builders Inc. limited warranty shall be incorporated into and made part of this agreement, a copy of this warranty shall be signed by the Buyers and the Sellers prior to closing.
- X. MOLD: Whether or not you as a homeowner experience mold growth will depend largely on how you manage and maintain your home. As explained in our warranty we will repair or replace defects in our construction for a period of years as defined in the warranty furnished. Seller will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in construction, to include but not be limited to, property damage, personal injury, loss of income, emotional distress, loss of life, loss of use, loss of value, and adverse health effects. Or any other losses or damages.
- XI. RADON: Seller makes no representation regarding the absence or presence of radon gas. Buyer agrees that seller is not responsible for any cost associated with the testing and/or mitigation of radon.
- XII. SINK HOLES: Sink holes are a naturally occurring feature of limestone soil in Lebanon County. Buyer hereby acknowledges that most standard hazard insurance policies do not have a provision to cover damage from and repair of sink holes. Such coverage may be obtained in the form of an insurance rider to the homeowner's policy. Buyer is encouraged to discuss these options with their insurance carrier. Furthermore, buyer hereby agrees to hold harmless seller and forever discharge any liability to seller for any damage caused by or the repair of sink holes.
- XIII. SITE GRADING AND EXCAVATING:
- A. Sellers will grade each property as per the Final Subdivision and Land Development Plan for Fox Ridge as approved by South Lebanon Township and the Lebanon County Planning Commission. Said grading plan does allow for the sheet flow of storm water through multiple lots in order to reach its designed collection point. Said storm water is collected from surface water and roof spouting.
 - B. Sellers will locate and install property corner pins one (1) time only.

XIV. INSPECTIONS:

- A. Buyers are permitted to inspect their home during construction.
- B. Buyers shall not disturb and/or communicate with Sellers employees and/or subcontractors. Buyers shall direct all questions concerning the construction work directly to Seller or Seller's Agent.
- C. Buyer(s) attest to the fact that they are aware of the potentially dangerous conditions that are present on a construction site. Buyer(s) will be solely responsible for protecting family members, personal representatives and themselves during visits to the site. In addition, Buyer(s) agree that they will not hold Hess Home Builders Inc. liable or bring suit against either they or any of their subcontractors or representatives, for any accidents or damage that may occur to themselves, family members, personal representatives, or personal property of these parties on the job site during the entire term of construction. Finally, to help prevent any possibility for an accident, Buyer(s) agree that they will not bring or allow any children onto the job site.

XV. SELLER DISCRETION: The model home (if any) is only a general representation of one style of home and of the workmanship. Buyer understands that placement of all building components shall be at the Seller's discretion. **The Seller reserves the right to replace any of the materials, systems, appliances and finishes with that of like kind.**

XVI. DISCLOSURE: Buyer(s) acknowledge that Randall L. Hess is a licensed Realtor in the Commonwealth of PA and is the President of Hess Home Builders Inc.

Seller and Buyer agree that the terms of this addendum, if applicable, shall survive settlement.

_____	_____	_____
Witness	Buyer	Date
_____	_____	_____
Witness	Buyer	Date
_____	_____	_____
Witness	Seller	Date

Please complete the following contact information below

_____	_____
Buyer's Name (Please print)	Buyer's Name (Please print)
_____	_____
Buyer's Cell Phone Number	Buyer's Cell Phone Number
_____	_____
Buyer's Email Address (Please print)	Buyer's Email Address (Please print)

Revised 09/01/10