

AGREEMENT OF SALE

WH 12/05

Date _____

Names and Addresses 1.(a) Seller Myers/Paone Development Inc.
(b) Buyer _____
(c) Buyer' Address _____
(d) Buyer's Phone # Home _____ Work _____

Settlement 2. Settlement shall be made on or before _____. However, actual settlement date will be given in writing at "Trim Stage" of construction, subject to paragraph 9 hereof. At the time of Settlement; the house and premises shall have been substantially completed, as that term is hereinbelow defined. Buyer hereby acknowledges that the above estimated time of completion on the part of the Seller is made as an accommodation to Buyer to assist Buyer in formulating future plans, but said Settlement Date shall not be considered of the essence of this agreement.

Property 3.Subdivision Walnut Hill Lot # _____ Model _____
Address _____ State _____ Zip _____ County _____

Price and Term 4. (a) Purchase Price _____ \$ _____
(b) Amount paid to at signing of this Agreement _____ \$ _____
(c) Additional Check to be paid to on/at Signing _____ \$ _____
(d) Additional Check to be paid to on _____ \$ _____
(e) Certified Check at time of final Settlement _____ \$ _____
(f) Total **Amount Due** _____ \$ _____

Settlement Costs and Apportionments 5. At the time of Settlement, Buyer agrees to pay all Settlement charges, including but not limited to: Title Insurance Mortgage Loan related fees and charges, conveyancing charge, and recording fees. The Buyer agrees, as well, to execute the Note and Mortgage at such time. Buyer agrees to timely and expeditiously comply with all the terms and conditions of the mortgage and the subsequent mortgage commitment and such stipulated commitment conditions as may require compliance by Buyer to timely secure said loan. Taxes, water and sewer rent and other assessments shall be apportioned prorata as of the date of Settlement, which apportionments shall be based upon the fiscal years of the taxing authorities for which the subject taxes are levied. Applicable Realty Transfer Taxes shall be borne equally between Buyer and Seller.

Title and Possession 6. (a) Title to said premises shall be good and marketable or such as will be insured by a reputable title company at regular rates. The premises shall be conveyed free and clear of all liens and encumbrances except restrictions, conditions and easements existing or created by Seller at or prior to settlement hereunder and reasonably necessary to the development by Seller of the premises and adjoining properties.
(b) Possession is to be delivered by fee simple special warranty deed and a key to the premises.
(c) Buyer authorizes Seller to order Title Insurance through Security Abstract.

Mortgage 7. Mortgage Loan Amount \$ _____ Term _____ years
Type of Mortgage _____.
Buyer agrees to accept the interest rate as may be committed by the Lender.
Buyer acknowledges that this Agreement is not contingent upon Buyer obtaining financing for the purchase of the subject premises, and that:
Buyer shall seek financing through Buyers own sources. Buyer agrees and understands that failure to secure financing for the purchase of the subject premises shall in no way release Buyer from Buyers' obligations under this Agreement. Buyer agrees to make application for financing within ten (10) days of Sellers' acceptance of this Agreement. Failure to comply with any of the provisions of this paragraph shall be a default by the 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.

The Work 8. Builder will construct upon premises a unit as described above and will perform all the work and supply all materials necessary, and ("work") in accordance with the plans and brochures and specifications attached to this Agreement.

Substantial 9. The date of substantial completion of the work is the date when the construction is sufficiently complete so

Completion that owner can occupy or utilize the work for the use for which it is intended i.e. a single family residence, and the Builder 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. Buyer agrees that Builder will not escrow funds, at time of Settlement, for any reason. If Lender requires escrows, it will be Buyers responsibility.

Acknowledgement 10. You acknowledge that we have provided you with:

- (a) a copy of the Builders Limited Warranty applicable to the Home and
- (b) A copy of the Public Offering Statement and or Homeowners Documents if applicable to the property.
- (c) Addendums A (Options & Extras), B (Specifications), C (Home owners Doc.), D (Estimate of closing costs), E(Addendum) are to be attached and made part of this Agreement of Sale, G (Site Plan Disclosure)
- (d) _____
- (e) _____

1.

Time 11. If the Builder 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 other time consuming treatments, strikes, lockouts, or other labor disputes affecting either builder or any of Builder's suppliers of materials or labor, delay in issuance of permits, acts of war, or emergency proclamation, or any other causes beyond Builder's control, then the time for commencement and/or completion of the work will be extended for such reasonable time as the builder may determine.

Selections 12. Options and Color Selections should be chosen within two weeks of acceptance of Agreement of Sale. Should Buyer fail to make options and color selections as hereinbefore set forth, 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.

Changes 13. Any changes or additions to the work requested or ordered by Buyer will 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 mid ordered by the Buyer after the execution and delivery of this agreement will be added to the contract sum mid will be paid for by the Buyer at the time designated by Builder. 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 Builder performs the change or addition in the work, Builder 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 Builder 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 \$100.00 in addition to the cost of the change requested.

Radon 14. As a precaution, Seller shall prepare the house 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 dwelling 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 the Seller.

Disclaimer 15. Buyer is purchasing the premises upon the basis of its own investigation and without regard to any representations, statements, promises or the like made by the Seller or any Agent of the Seller, except as specifically set forth in this Agreement.

Options 16. Options and extras are to be paid as required by the Builder and Subcontractors. Should Buyer not settle for any reason, the total amount of options/extras money is due and payable immediately.

Default by Buyer 17. The said time for settlement and all other times referred to for the performance of any of the obligations of this agreement are hereby agreed to be of the essence of this agreement (subject to paragraph 9). Should the Buyer:

- (a) Fail to make any additional payments as specified, or
- (b) Furnish false or incomplete information to the Seller, the Seller's agent or the mortgage lender, concerning the 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
- (c) 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 the Buyer on account of the purchase price, whether required by this agreement or not, may be retained by the Seller:

- (1) On account of the purchase, or
- (2) As monies to be applied to the Seller's damages, or

(3) As liquidated damages for such breach.

As the Seller may elect, and in the event that the Seller elects to retain the monies as liquidated damages in accordance with paragraph #17(c)(3) the Seller shall be released from all liability or obligations and this agreement shall become NULL AND VOID and all copies will be returned to the Seller's agent for cancellation.

Risk of Loss

18. Damage by fire or other casualty prior to settlement shall not void this agreement provided that Seller shall rebuild the house 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 house aforesaid.

**Builder's
Warranty**

19. BUILDER 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 BUILDER'S ATTENTION WITHIN TWELVE (12) MONTHS OF THE DATE OF SUBSTANTIAL COMPLETION, PROVIDED THAT SUCH DEFECTS DO NOT RESULT IN WHOLE OR IN MATERIAL PART FROM WORK. ALTERATIONS OR OTHER ACTS PERFORMED OTHER THAN BY THE BUILDER, ACTS OF GOD OR ANY OTHER CAUSES NOT DIRECTLY ATTRIBUTABLE TO THE BUILDER. 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 FROM ANY BREACH OF THIS WARRANTY OR OF THIS AGREEMENT.

Specifically and without limitation, no warranty is given in respect to:

(a) Any appliances, component equipment and the like for which the manufacturer thereof issues a separate warranty except as to Builder's workmanship with respect to installation of the equipment (and Builder shall assign to Buyer all guarantees or warranties extended by the manufacturer of any equipment):

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.

(b) Any other matters relating to the construction of the house or the condition of the premises including without limitation of the following or the consequences thereof.

(1) Nail pops, seam ridge and shrinkage in drywall, lumber, trim Millwork and wood floors.

(2) Settling of the areas around the house, driveways, or trenches where utility lines and/or pipes are located underground.

(3) Cracking dripping or discoloration of or imperfections in grout, drywall, stucco, concrete, foundation or basement walls.

(4) Shrinking or warping of doors less than one-half (1/2) inch.

(5) Color variations in fixtures, appliances, stained wood, tile, brick mortar or stucco.

(6) Quantity or quality of growth of grass. It is the responsibility of owner to water, fertilize, and reseed as necessary. Any soil washouts from rain or melting snow from date of substantial completion are the responsibility of owner,

(7) Absence of dampness or water in the basement. If however, Builder is notified in writing by owner within twelve (12) months of the date of substantial completion that there is water seepage into the basement, Builder will at no cost to the Buyer, install a sump pump.

(8) Not responsible for any condensation problems, including but not limited to windows, skylights or attics.

(9) Builder will not be responsible for any condensation caused by placement of recessed lighting in cathedral ceilings and/or areas where condensation can be created.

(10) See additional warranty information paragraph 34

**Substitution
of Materials
and Insurance**

20. Builder is given the option at Builder's sole discretion to make substitutions of materials of equal or better quality without additional cost to owner whenever Builder finds it necessary or expedient to do so. Builder will have the right to make any minor change or changes in the construction of the project that Builder may in its reasonable discretion find necessary in the course of construction. However, if a major change is necessary, Owner will be notified of the proposed change.

Builder 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.

Grading

21. Builder will have the sole discretion to establish all vertical and horizontal contours in elevations of grading and the house will be erected upon the lot at such location thereon and at such elevation as Builder in its sole discretion shall deem advisable.

Wherein 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. The Seller shall leave all areas with trees in their natural state if so determined by the Seller. Vegetation shall remain or be removed at the sole discretion of Builder.

**Finished
Grade and
Seed**

22. Builder 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 area 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. If it is determined propane tanks

Are situated on Buyers lot, Seller will remove the tanks prior to settlement. If the propane tanks are on the neighbors adjacent lot Seller agrees to screen the tanks with schrubs.

Rock 23. In the event Builder 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 or null and void the agreement.

Deposit and Recovery Fund 24. Deposits or hand monies shall be paid to Agent for Seller, who shall retain the same until consummation or termination of this agreement in conformity with all applicable laws and regulations. Agent for the Seller may, at his/her 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 uncollectable judgement due to fraud, misrepresentation or deceit in a real estate transaction by a Pennsylvania licensee. For complete details call (717) 783-3658.

Agency 25. It is expressly understood and agreed between the parties that the listing contract for this transaction is between the Seller and Prudential Fox and Roach, therefore the Seller will be responsible for the payment of the Real Estate commission related to the sale of the above described house and lot. However, the Buyer does agree to allow Sellers Agent, to perform services for the Buyer in connection with financing, insurance, and document preparation, and is hereby specifically authorized by Buyer to place the title insurance for said purchase with a reputable title insurance company. Buyer further authorizes Seller's agent to prepare documents and other conveyancing services for settlement.

No Entry 26. Buyer warrants and agrees that he will not enter the premises 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 premises prior to settlement.

No Assignment 27. This agreement shall not be assigned or transferred by the Buyer without the written consent of the Seller being first had and obtained. Subject to the provisions regarding assignment by the Buyer, this agreement shall extend to and bind the heirs, administrators, successors and assigns of the respective parties hereof.

Sale of Buyers House 28. Buyer acknowledges that this agreement of sale is in no way contingent upon the sale and settlement of any real estate currently owned by Buyer if requested for mortgage financing. Buyer further acknowledges that any mortgage financing that they may require for this purchase shall likewise not be so conditioned upon the sale of said real estate.

Entire Agreement 29, This agreement and the exhibits hereto constitute the sole and entire agreement between the parties concerning the subject matter hereof and may not be modified, discharged or amended, except by a writing signed by a duly authorized representative of the Buyer and an officer of the Builder.

Drainage Problems 30. Although one lot may incur a specific drainage problem, it may lie within the bounds of a problem area. The Seller reserves the right to alter the grading of a lot to correct any drainage problems at any time during the construction of the subdivision before or after the date of settlement of the home. If for unforeseen circumstances additional storm pipe and easements are required, the Buyer agrees to grant such easements and to permit construction of such improvements through use of temporary construction easements to be established and approved by the governing authorities. Upon completion, the Builder shall rake and seed only those areas disturbed by grading.

Liability 31. It is understood that neither the Seller nor Builder 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 homeowner. 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.

ARBITRATION 32. 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 house 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 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 neutral 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 judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

MOLD 33. Mold is found in both the indoor and outdoor environment, including homes,. 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 home. 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 homebuilder our responsibility is limited to things that we can control and which are provided for in our warranty. By executing this Agreement of Sale you agree that as a homebuilder 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 us and adverse health effects.

Walnut Hill Disclosures

34. With intent to be legally bound hereby, the parties agree that the following terms and conditions are made part of the Agreement for the Sale of Real Estate as if they were directly set forth therein:

If there is a conflict between the provisions of this Addendum and the provisions of the printed Agreement for the Sale of Real Estate, the provisions of this Addendum shall control, and the Agreement of Sale of Real Estate shall be construed accordingly.

Buyer acknowledges that, prior to executing this Agreement with respect to the Lot, Buyer has been advised that Seller will provide Buyer with a Public Offering Statement and a copy of the Declaration of Covenants, Easements and Restrictions and the by-Laws of the Association. Buyer may cancel this Agreement at Any time up to fifteen (15) days after receipt of the public Offering Statement. IF Buyer does not terminate this Agreement within fifteen (15) days of the receipt of the Public offering Statement, Buyer shall be bound by and shall be deemed to have approved, adopted and ratified of the terms, covenants, conditions, agreements and restrictions contained therein. Buyer agrees to pay to the Association at settlement a nonrefundable initial assessment in the amount of One Thousand Five Hundred Dollars (\$1,500.00) as provided for in the Declaration of Covenants, Easements and restrictions in addition to any and all Association dues and assessments which are attributable to the Lot and made by the Association.

The community in which the Premises is located is known as Walnut Hill (The "Community"). The Community has been or will be submitted to the Pennsylvania Uniform Community Act (The "Act") by recording in the Office for Recording of Deeds for Montgomery County, Pennsylvania the Declaration of Covenants, Easements and Restrictions identified in the Public Offering Statement. Ownership of the Premises Carries with it membership in the Walnut Hill at Abington Community Association (the "Association"). As a condition of Township approval of Walnut Hill, the Builder is required to install a Knox Box near the front door of each home in the Walnut Hill Community. The Knox Box will hold a key to the house and can be accessed only by a Fire Department Officer, in case of an emergency. Neither the Seller, Builder nor the Buyer will have access to the Knox Box.

Seller's Additional Warranty. Seller warrants against defective material and workmanship in the dwelling for a period of one (1) year from the date the Lot is conveyed to the Owner with regard to the roof, wiring, interior plumbing and air-conditioning. Seller warrants against structural defects in the dwelling for two (2) years from the date the Dwelling is conveyed to the Buyer and in each of the Common Facilities for two (2) years. The two (2) year period for each Common Facilities shall begin as to each Common Facility from the later of (i) the date the Common Facility has been completed or (ii) from the conveyance of the first Lot in the Community.

SELLER GIVES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE SPECIFIED HEREIN.

THE WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, IMPLIED OF MERCHANTABILITY. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USED OF THE LOT SOLD HEREUNDER, AND THERE ARE NO AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, COLLATERAL TO OR AFFECTING THIS AGREEMENT.

SELLER SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NEITHER MAKES NOR ADOPTS ANY WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ITEMS OF PERSONAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT (OR ANY "CONSUMER PRODUCT," AS SUCH TERM IS DEFINED IN 15 U.S.C.#2301 (1), WHICH MAY BE CONTAINED IN THE LOT), EXCEPT THAT NO DISCLAIMER IS INTENDED AS TO ANY WARRANTY REQUIRED TO BE MADE BY SELLER UNDER APPLICABLE FEDERAL, STATE OR MUNICIPAL STATUTES, REGULATION OR ORDINANCES.

It is understood and agreed that shrinkage is normal in any new dwelling and that shrinkage of framing members of the Dwelling will re reflected in the separation of baseboard from the floor, openings of trim at doors and in

other areas of the Dwelling will result in certain number of plaster/drywall cracks and nail pops. Grout cracking or falling away between the bathtub and the wall tile and between the vanity and the wall tile are normal developments in a new Dwelling construction and are not an indication of poor workmanship or defective materials. Buyer recognizes that repairs thereof are normal maintenance and are the Buyer's responsibility. Should the Buyer request the Seller to do additional work beyond the guarantees set forth herein, the Seller in accordance with a reasonable cost schedule established by Seller, will perform such work.

The warranty set forth herein shall not apply if the defective part of the Lot or Common Facilities has been subjected to misuse or damage by accident or has not been afforded reasonable care. The liability of Seller under this warranty or for negligence or other breach of this Agreement is limited to replacing or repairing any defective parts or materials which do not comply with this warranty and in no event shall such liability exceed the replacement cost of the Lot or Common Facilities. In no event shall Seller be liable to Buyer for consequential damages arising from any breach of this warranty or for the negligence of Seller or other breach of this Agreement by Seller. Seller shall have the sole right to determine whether the defect shall be corrected by repair or replacement, and Buyer shall make the Lot, together with reasonable access thereto, available to Seller and its agents and invitees during normal business hours in order to permit such repairs or replacement to be made.

No claim arising out of any of the foregoing warranties may be bought unless, prior to the expiration of the warranty period set forth in Section 5411 (b) of the Act, Buyer shall have delivered notice to Seller of all alleged breaches of these warranties that would give rise to such a claim.

The Seller will cause the Builder to return one time plane, shave or make adjustments so that interior doors work properly.

Specifically and without limitation, no warranty is given with respect to:

- a. Any appliances, component equipment and the like ("equipment") for which manufacturer thereof Issues a separate warranty except as to Seller's workmanship with respect to installation of the equipment (and Seller shall assign to Owner all guarantees or warranties extended by the manufacturer of any Equipment); and
- b. Absence of dampness or water in the basement. If however, Seller is notified in writing by Owner within twelve (1) months of the date of substantial completion that there is water seepage into basement, Seller will at no cost to Owner install a sump pump.
- c. Condensation problems, including but not limited to windows, skylights or attics.
- d. Seller will not be responsible for any condensation caused by placement of recessed lighting in cathedral ceilings and/or other areas where condensation can be created by recessed lighting

IN WITNESS WHEREOF, the parties hereto have hereunto set their

hand and seals this _____ day of _____, 200 .

WITNESS:

SELLER:

By: _____

WITNESS

BUYER:

BUYER:

SITE PLAN DISCLOSURE

Development Name

Address/Lot Number

Owner's Name

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;
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.

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

