

**WEATHERSTONE, A TOWNHOME PLANNED COMMUNITY  
ADDENDUM TO STANDARD AGREEMENT  
FOR THE SALE OF NEW CONSTRUCTION**

THIS ADDENDUM is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between Weatherstone Associates Limited Partnership, a Pennsylvania limited partnership ("Seller") and \_\_\_\_\_ ("Purchaser"). This Addendum supplements and/or modifies the Standard Agreement for the Sale of New Construction to which it is attached and of which it is a part. **In the event of any conflict between the provisions of the Standard Agreement for the Sale of New Construction to which this Addendum is attached and this Addendum, the provisions of this Addendum shall control.**

1. PLANNED COMMUNITY DOCUMENTS. Purchaser acknowledges receipt of a copy of Seller's current Public Offering Statement for the Planned Community, including all amendments, if any, attachments and exhibits thereto on \_\_\_\_\_, 200\_\_.

2. CONVEYANCE OF TITLE. At settlement, Seller shall convey to Purchaser title to the Unit by Special Warranty Deed substantially in the form attached to the Exhibits portion of the Public Offering Statement.

3. WORKING CAPITAL FUND ASSESSMENT. At Settlement, Purchaser shall pay a Working Capital Fund Assessment in the amount of Three Hundred Ninety-Five Dollars (\$395.00), which payment shall be in addition to, and not a prepayment of, Purchaser's regular monthly assessment for Common Expenses. This payment shall be paid directly to the Association (and not to Seller) to be used by the Association as described in Section 11.13 of the Declaration of Covenants and Restrictions for Weatherstone, A Townhome Planned Community.

4. COMMENCEMENT OF ASSESSMENTS. Association Common Expense assessments against the Unit shall commence on the date of settlement, and the initial periodic payment of such common expense assessments may be collected at settlement.

5. WARRANTIES. Seller hereby provides Purchaser with the warranties against structural defects contained in Section 5411 of the Pennsylvania Uniform Planned Community Act (the "Act"). Except for any Manufacturers' Warranties and any Limited Warranty that may be provided herewith, and except for the warranties provided herein pursuant to the Act, **SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND THE UNIT AND**

**OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY THE ACT.** Purchaser hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Purchaser may have by virtue of such representations and warranties.

6. INSULATION DISCLOSURE. Pursuant to the requirements of 16 C.F.R. § 460, Seller hereby advises Purchaser that certain portions of the Unit shall be insulated with a resulting thermal resistance or “R-value,” according to the manufacturers of the insulating materials, as follows:

(a) the attic shall be insulated with blown fiberglass insulation to a thickness of approximately twelve (12) inches with a resulting R-value of R-38, and

(b) exterior 2 x 6 framed walls, excluding party walls, shall be insulated with faced compressed fiberglass batt insulation filling the stud cavities to a thickness of approximately five and one half (5.5) inches with one half (1/2) inch R-board sheathing covering the majority of the wall. Exterior 2 x 4 framed walls, excluding party walls, shall be insulated with faced fiberglass insulation filling the stud cavities to a thickness of approximately three and one half (3.5) inches with one (1) inch R-board exterior sheathing covering the majority of the wall. The composite wall structures have an approximate R-value at or exceeding R-19.

The aforesaid R-value disclosures refer solely to the insulation, do not take into account any other measures or materials which may be incorporated into the design of the Unit, and do not apply to doors or windows. Notwithstanding any of the foregoing, insulation may be of a lesser thickness and R-value than set forth in certain limited areas where the design of the Unit does not permit greater thickness or as a result of settlement of the Building of which the Unit is a part. Examples of locations where thickness and R-value may vary include locations where studs are placed in walls, at corners, fireplaces and windows. The R-values stated above are based on the representations of the manufacturer(s) and/or the installer(s) of the insulation, and Seller does not warrant or represent that such R-values are correct. Seller shall have the right to make substitutions as to the type, thickness and R-value of the insulation installed in the Unit without obtaining Purchaser’s consent, so long as there are no material changes in the R-value of the insulation installed in a substantial portion of the Unit or Building.

7. MOLD DISCLAIMER. Mold is a type of fungus which occurs naturally in the environment. It spreads by means of microscopic spores which float through outdoor and indoor air. Residential home construction is not, and cannot be, designed to exclude mold spores from the air. It is impossible to get rid of all mold and mold spores indoors; some mold spores can be found in house dust. Purchaser is encouraged to review United States Environmental Protection Agency Publication No. 402-K-02-003, which can be found at [www.epa.gov/iaq/molds/images/moldguide.pdf](http://www.epa.gov/iaq/molds/images/moldguide.pdf) in

order to better understand the causes of mold growth in structures and the means of reducing or preventing such growth. Seller makes no representation, warranty or guaranty of any kind, express or implied, as to the presence or absence of mold, other biological pollutants or contaminants, or the effectiveness of any methods for reducing the presence of mold. Purchaser hereby agrees to release and hold Seller harmless from and against any damages (whether direct or consequential), claims, losses, injury (including personal injury, death, emotional distress, and adverse health effects) suffered by Purchaser, Purchaser's family, and anyone visiting or staying in the Unit or Planned Community, which are in any way related to the existence of mold in the Unit or Planned Community.

8. RADON; ENVIRONMENTAL DISCLAIMER. Radon is a naturally occurring gas that is caused by the radioactive decay of radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere. Radon gas can enter a home through a variety of sources, including but not limited to, through joints or normally occurring cracks in concrete floors, or walls, floor drains and sumps. This can occur in any home. Once inside an enclosed space, radon can accumulate. Specific radon levels depend upon many factors, including site-specific variables such as soil type and conditions, wind and climate conditions, geology and groundwater, and building-specific variables such as construction materials and techniques, the age of a structure, heating, ventilating and air conditioning systems and occupant upkeep and living habits. Indoor radon levels can fluctuate on a yearly, seasonal, or even daily basis. The United States Environmental Protection Agency ("EPA") has expressed concern over the presence of radon gas in homes. The EPA and state and local environmental authorities are best equipped to render advice regarding the risk which may exist in a particular area, methods available to detect and measure radon levels, and what, if any, remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. Seller claims no expertise in the measurement or reduction of radon levels in homes, nor does Seller provide advice as to acceptable radon levels or possible health hazards. Seller has not and will not make any investigation to determine whether there is radon gas or any other environmental pollutant in or affecting the Unit sold hereunder. Seller makes no representation or warranty of any kind, express or implied, as to the presence or absence of radon gas, environmental pollutants or any other environmental conditions, including but not limited to possible present or future pollution of the air, water or soil from any sources, such as underground migration or seepage (including radon gas), or the presence of or effect of electromagnetic fields on or near the Planned Community. For further information concerning radon gas, Seller recommends that Purchaser contact the EPA and/or the Pennsylvania Environmental Protection Agency.

9. SURVIVAL. The disclosures, releases and indemnifications set forth above in Paragraphs 5, 6, 7, and 8, inclusive, shall survive delivery of the Special Warranty Deed for the Unit and settlement.

10. INSURANCE ACKNOWLEDGMENT. Purchaser acknowledges Purchaser's insurance obligations as set forth in Article XIV of the Declaration, including, but not limited to, Purchaser's obligation to name the Association as an insured party on all property insurance policies maintained by Purchaser. At settlement on the Unit, Purchaser shall provide an insurance certificate to the Association to evidence that Purchaser has complied with the insurance requirements of the Declaration that are applicable to Purchaser.

IN WITNESS WHEREOF, this Addendum has been executed as of the date first above written by the parties hereto, with intent to be legally bound hereby.

PURCHASER:

SELLER:

WEATHERSTONE ASSOCIATES  
LIMITED PARTNERSHIP

\_\_\_\_\_(SEAL)

By \_\_\_\_\_

Name:

\_\_\_\_\_(SEAL)

Title: