

**HARBOR RIDGE, PATIO CONDOMINIUM
UNIT PURCHASE CONTRACT**

THIS AGREEMENT is made on the _____ day of _____, 2000, by and between Woodberry Development, Inc., a Pennsylvania corporation, of 4720 Wattsburg Road, Erie, Pennsylvania (the "Seller"), and _____ (the "Buyer") of _____.

The Seller owns and desires to sell, and Buyer desires to purchase, a Condominium Unit in Harbor Ridge, Patio Condominium, which is located in Harborcreek Township, Erie County, Pennsylvania, the floor plan and the specifications of which are on file at the offices of the Seller at 4720 Wattsburg Road, Erie, Pennsylvania.

NOW, THEREFORE, in consideration for our mutual promises and intending to be legally bound hereby, the Seller and Buyer agree as follows:

1. Sale and Purchase. Subject to the conditions contained in this Agreement, Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase, Unit No. _____, having an address of _____, together with a _____% interest in the Common Elements appurtenant thereto, subject to the Condominium Declaration, which was recorded in the Office of the Recorder of Deeds of Erie County, Pennsylvania, on _____, 2000. The Unit shall be a condominium unit pursuant to the Act. It shall be conveyed to the Buyer by Deed of Special Warranty, together with the interest in the Common Elements and Limited Common Elements assigned to it and described in the Declaration. The percentage of Common Elements may change as set forth in the Declaration.

THE BUYER UNDERSTANDS AND AGREES THAT THE CONVEYANCE OF THE UNIT SHALL BE SUBJECT TO ALL CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND OBLIGATIONS SET FORTH IN THE DECLARATION, BYLAWS, PLAT AND PLANS, AND RULES AND REGULATIONS, WHICH ARE INCORPORATED BY REFERENCE HEREIN.

2. Title. At the time of closing, Seller shall convey the Unit by Deed of Special Warranty to Buyer, in fee simple, clear of all liens and encumbrances, subject, however, to the Declaration, Plat and Plans, Bylaws and Rules and Regulations recorded in the Office of the Recorder of Deeds of Erie County, and also subject to the following exceptions, reservations and restrictions:

(a) All applicable zoning or other regulations, variances, laws and ordinances of governmental authorities having jurisdiction over the Property;

(b) All easements and rights of way or other matters of record or as may be shown by an accurate ground survey or as-built survey or recorded plat of the Property, provided such matters do not render title unmarketable;

(c) Sewer, water, electric, gas, telephone, television, and other utility easements and rights of way previously or hereafter recorded or granted; and

(d) All service contracts or agreements affecting the Condominium, now or hereafter entered into by Seller or by the Executive Board of the Association.

3. Purchase Price. The Purchase Price shall be _____ (\$_____). The balance shall be paid at the time of closing, which shall be on or before _____, _____.

If the Unit is not under construction at any time this Agreement is executed, as soon as the Seller starts construction of the Buyer's Unit, the Seller shall send a written notice to the Buyer notifying the Buyer when the construction commenced. Within thirty (30) days after the notice is received, the Buyer shall make an additional down payment so that the aggregate of the original amount and the additional amount shall be equal to 10% of the Purchase Price of the Unit, including extras.

If the Unit that is the subject of this Agreement is to be built on any part of the Additional Real Estate of the Condominium, this Agreement is contingent upon such Real Estate being added to the Condominium pursuant to the provisions of the Declaration and the completion of the Unit. In the event that both of these conditions do not occur, Seller shall return all deposit money paid by Buyer. Seller and buyer acknowledge the application of this contingency provision to this Agreement by their initials below.

INITIALS: Seller _____ Buyer _____

When the Seller receives the building permit, the Seller shall start construction of the Building in which the Buyer's Unit is located and shall complete the construction within six (6) months, provided that no condition or third person, beyond the Seller's control, has delayed the construction. The Seller does not represent that it will receive a permit. If it does not receive the permit within a reasonable period of time, as determined by the Seller, the Seller may terminate this Agreement and return the entire down payment to the Buyer.

The Deposit shall be placed by Seller or Seller's agent in escrow and held

in this Commonwealth in an account designated solely for that purpose by an institution whose accounts are insured by a governmental agency until it is applied to the balance due at closing; delivered to Seller because of Buyer's default; or refunded to Buyer under the terms of this Agreement.

If the purchase of the Unit is contingent upon the Buyer obtaining a mortgage, there shall be attached hereto and made part hereof Addendum No. 1, which sets forth conditions of such mortgage contingency.

4. Appliances and "Extras". The standard appliances, fixtures and personal property shown on the plans and specifications shall be installed in and conveyed with the Unit, unless the Buyer has selected other extras or options as described on Exhibit A. The cost of the standard items shall be included in the Purchase Price set forth herein and there shall be no additional charge to Buyer for such standard items. All models, types, specifications, and dimensions shall be as shown in or determinable by the information shown in the plans and specifications. Seller reserves the option at Seller's discretion to make minor modifications and/or minor changes to the Unit plans and specifications whenever Seller shall find it necessary to do so. Further, any and all dimensions referred to are approximations and may vary.

5. Construction of the Unit. The Buyer's Unit shall be built in accordance with, and conform to, the Plat and Plans recorded in the Office of the Recorder of Deeds of Erie County; preliminary plans and specifications as prepared by the Seller which are on file at Seller's sales office and available to Buyer for inspection at any reasonable time; working drawings and specifications to be completed, and subsequently revised by the Seller, provided that they comply with all requirements, regulations and ordinance of Harborcreek Township. All references to dimensions in any plans and specifications and in any sales material or documents are approximations and subject to variations.

Changes may be made to the Plat and Plans, the preliminary plans and specifications and to the working drawings and specifications at any time or times if they do not substantially and adversely conflict with the plans and specifications existing at the time of execution of this Agreement and do not increase the price of the Unit.

The Buyer acknowledges that, in the course of construction of the Building and the Unit, certain changes, deviations, variances or omissions may be required by governmental authorities or caused as a result of job conditions. Any such changes, whether required by the Seller, the government, or as a result of job conditions, are hereby expressly authorized by Buyer. It is further acknowledged that certain building materials are subject to variation in color, size and texture and may vary from sample materials or graphic depictions of such materials, therefore, the Buyer accepts the building materials notwithstanding variations. It is agreed that Seller may make changes or substitutions of materials or supplies to those of similar, equal or better quality that those contained in any model or advertising material or as shown in the preliminary or final plans, working drawings or specifications.

6. Inspection and Preparation for Closing. When the Unit is substantially completed, the Seller will issue a certificate to Buyer stating that there has been

substantial completion of the Unit. Within ten (10) days after the Buyer receives the notice, the Buyer shall inspect the Unit at a time convenient to both the Seller and the Buyer. During the inspection the Buyer and Seller shall

prepare a "List of work to be done" that the parties agree is unfinished. Thereafter the Seller shall perform the work on the List, after which a closing shall be scheduled.

When the amount of work on the "List of work to be done" is \$1,000.00 or less, the Seller, at its option, may schedule a closing within ten (10) days following preparation of the list, even though the work is then unfinished. The Seller shall execute a letter guaranteeing the work will be done within a reasonable time and the closing shall take place as scheduled.

7. Closing Costs. Buyer shall pay all of the following costs, charges and expenses at closing:

(a) A sum equal to two times the estimated initial monthly Common Element expense assessed to the Unit shall be paid as an initial, "one time", contribution to the reserve account to be managed by the Executive Board in accordance with the Bylaws of the Condominium;

(b) Title report fees, closing fees and title insurance premiums, credit report fees, and any charges or fees required by any mortgage lender in connection with Buyer's mortgage or other financing;

(c) Recording fees;

(d) Buyer's legal fees;

(e) One-half of the realty transfer taxes. (Seller shall pay the other half of the realty transfer taxes.)

Buyer and Seller shall pay their pro rata share, to date of closing, of any utilities, real estate taxes and Common Element expenses of the Unit sold. Such proration of real estate taxes shall be based upon county and township taxes being assessed on January 1 and school taxes being assessed on July 1 and shall be based upon the annual tax bills for the preceding tax year of each of the respective taxing jurisdiction authorities, unless the tax bills are available for the current year.

The deed shall be prepared by Seller, at Seller's expense.

8. Construction Loan. It is understood and agreed that for and during the construction period, and prior to closing, the Property and Buyer's Unit may be subject to the lien of a construction loan mortgage and the rights of the mortgagee, therefore, all of the rights of the Buyer under this Agreement are, and shall be, subordinate to the mortgage lien. However, immediately prior to conveyance of title of the Unit to the Buyer, the Seller shall cause the Unit, together with Buyer's undivided interest in the

Common Elements and Limited Common Elements, to be released from the lien of the construction loan mortgage, so that title to the Unit shall be free of the mortgage lien.

9. Delivery of Possession. The Seller shall deliver possession of the Unit to the Buyer at closing, after receiving the balance of the purchase price pursuant to this Agreement. Failure of Buyer to make such payments, or failure to close pursuant to this Agreement shall be deemed a default by Buyer.

10. Review and Modification of Documents. The Buyer acknowledges receipt and review of the Public Offering Statement, Declaration, Plat and Plans, Bylaws and Rules and Regulations, and acknowledges that Seller has not made, and does not make, directly or through others, any representation or warranty as to physical condition, expenses, operation or other matters relating to the Property, the Building or the Unit except as expressly set forth herein and in the documents referred to and incorporated herein. The Buyer further understands that no agents, employees or other person affiliated with or employed by Seller have any authority to make any warranties or representations with respect to the Unit, the Condominium, or any other matters referred to herein, except as are expressly stated herein.

The Seller reserves the right to make such modifications, additions or deletions in the Declaration, Plat and Plan, Bylaws, Rules and Regulations, to the fullest extent permitted by the law and the Condominium documents, as approved or required by any governmental authorities having jurisdiction thereof or by any lending institution providing construction financing for the Property; provided that no such changes may cause an increase in the purchase price of the Unit, or any material and adverse physical change to such Unit, without Buyer's prior written consent. Seller shall notify Buyer of any such modifications, additions or deletions in the documents, if they are material and adversely affect the Buyer's rights hereunder.

11. Limited Warranties.

(a) The Seller hereby warrants against structural defects in the Unit for two (2) years from the date of closing in accordance with Section 3411 of the Act. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BY WAY OF ILLUSTRATION AND NOT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY. THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE UNIT, AND THERE ARE NO OTHER AGREEMENTS OR WARRANTIES, EITHER ORAL OR WRITTEN, RELATING TO THIS UNIT.

THE SELLER SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NEITHER MAKES NOR ADOPTS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO

THE APPLIANCES, FIXTURES OR PERSONAL PROPERTY BEING SOLD TO THE BUYER PURSUANT TO THIS AGREEMENT, WHICH MAY BE CONTAINED IN THE UNIT. WHERE NEW CONSUMER PRODUCTS ARE COVERED BY A MANUFACTURER'S WARRANTY, THE SELLER SHALL TRANSFER THE MANUFACTURER'S WARRANTY TO THE BUYER.

The limited warranty described above shall not apply if the defective part of the Unit or of the Common Elements or Limited Common Elements have been subjected to misuse or damage by accident or have not been given reasonable care by the Buyer. This warranty does not cover normal wear and tear to the Unit, the Common Elements or the Limited Common Elements. The liability of the Seller under this warranty or for the 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 Unit. The Seller shall not 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 the Seller. The Seller shall have the sole right to determine whether the defect shall be repaired or replaced, and Buyer shall allow access to the Unit during normal business orders in order to permit repair or replacement to be made.

No claim arising out of any of the foregoing may be brought unless, prior to the expiration of the warranty period set forth in Section 3411(b) of the Act, the Buyer shall have delivered Notice to the Seller of all alleged breaches of these warranties that would give rise to a claim.

(b) The Seller hereby warrants against defects in plumbing, heating, air conditioning and electrical systems; doors (including hardware), windows, electrical switches, receptacles, fixtures, caulking around exterior openings, plumbing fixtures and cabinets for one (1) year from the date of closing.

12. Default. It shall be a default if:

(a) The Buyer refuses or fails to pay the balance of the purchase price at the closing;

(b) The Buyer refuses, fails or gives notice of intention not to execute, deliver or comply with any agreements, documents or other matters required by Seller or others in compliance with this Agreement;

(c) If the Buyer makes an assignment for the benefit of Buyer's creditors or any bankruptcy, receivership, insolvency or similar action or proceedings is brought by or against Buyer prior to closing; or

(d) In the event that the Buyer fails to comply with any of the other provisions of this Agreement.

If the Buyer defaults, the Seller may:

(a) Retain the deposit as liquidated damages, in which event, after written notice given by Seller to Buyer, this Agreement shall become void and both parties shall thereupon be released of all further liability hereunder. It is hereby agreed that, until the Unit is resold, the Seller's damages will be difficult to determine, and the deposit shall be a reasonable liquidated damage and not a penalty;

(b) Apply the deposit to the Purchase Price and proceed with an action for specific performance; or

(c) Apply the deposit on account of Seller's loss on the resale or retention of the Unit and proceed with an action at law for damages against the Buyer.

13. Default by Seller. In the event of default by Seller, Buyer may, at Buyer's sole option, elect to:

(a) Waive any claim for loss of bargain, in which event Seller hereby agrees to repay to Buyer the Earnest Money Deposit and all monies paid on account.

14. Miscellaneous.

(a) This Agreement shall not be recorded by or on behalf of Buyer.

(b) The Buyer acknowledges receipt of a copy of the Public Offering Statement, the Declaration, Bylaws, and Rules and Regulations.

(c) The invalidity of any provision of this Agreement shall not impair the validity, or enforceability of the remainder of this Agreement, and in the event such partial invalidity is determined, the remaining provisions of the Agreement shall continue in force.

(d) This Agreement is personal to Buyer and may not be assigned by Buyer without the prior written consent of Seller. Seller may assign the Seller's rights in this Agreement.

(e) The Buyer acknowledges that the Seller, through its own representative, Pro Realty, Inc., has been the only party with whom this Agreement has been negotiated, and Buyer warrants and represents that no other agent or broker has

been involved on its behalf other than _____.

If any claim for commission or fee is made against the Seller by any part on behalf of Buyer for having represented or introduced Buyer to the Seller, the Buyer shall pay such claim if a final judgment for a fee has been rendered against the Seller.

(f) This Agreement constitutes the entire agreement between the parties with respect to the Unit, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind that are not incorporated by reference. Any agreement hereafter made, or course of conduct, shall not be effective to change, modify, discharge or affect this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. All amendments or supplements to this Agreement, if any, shall be in writing and executed by both parties. Any and all changes, deletions, omissions, additions and/or deviations from the printed form of this Agreement, or any attachments hereto, other than the appropriate completion of the "blanks" which appear herein, are agreed to be in excess of the authority of the Seller's representative, and shall not be of any force, effect or validity, and shall not be binding upon the Seller, unless initialed as "approved" by the Seller.

(g) There are no collateral understandings, representations or agreements other than those expressly contained herein. No salesperson, employee or agent of the Seller has the authority to modify the terms hereof, or has any authority whatsoever to make any reference, representation or agreement not contained in this Agreement or in the Public Offering Statement. Only those contained herein and in the Public Offering Statement shall be binding upon the Seller or shall grant any rights to the Buyer or in any way affect the validity of this Agreement. The Buyer acknowledges that, other than as expressly stated herein and in the Public Offering Statement, no representations have been made by the Seller, its agents or employees, in order to induce the Buyer to enter into this Agreement. The Buyer acknowledges that any information received by it from Seller, its agents or employees, relating to cost, tax benefits of ownership or otherwise, was offered as an estimate only and the Buyer admits that it did not rely thereon when entering this Agreement.

(h) All notices, demands, requests and approvals that may or are required to be given by either party hereto to the other shall be in writing and shall be deemed to have been sufficiently given if deposited in the United States Mail, certified mail, return receipt requested, with all postal charges prepaid, and addressed to the addresses stated on page one.

15. Real Estate Recovery Fund. A Real Estate Recovery Fund exists to reimburse any person who has contained a final civil judgment against a Pennsylvania

real estate licensee owing to fraud, misrepresentation or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

16. Disclosure. The parties hereto acknowledge that John W. Schaefer, President and Secretary of Woodberry Development, Inc., is a licensed real estate agent in the Commonwealth of Pennsylvania.

17. Acknowledgment of Association Contribution. Buyer acknowledges that at the time of settlement, Buyer must pay the sum of Two Hundred Dollars (\$200) to the Harbor Ridge Golf Community Homeowners' Association as an initial contribution to the Association, which sum shall be collected by Seller at the closing and delivered to the Association.

18. Special Clauses.

- (A) Buyer and Seller have received the Consumer Notices as adopted by the State Real Estate Commission at 49 Pa. Code §35.366.
- (B) Buyer and Seller have received a statement of their respective estimated closing costs before signing this Agreement.
- (C) Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information Regarding the Seller's Property Disclosure Act.)
- (D) Buyer has received the Deposit Money Notice (for cooperative sales when Listing Broker is holding deposit money) before signing this Agreement.

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

- | | |
|---|--|
| <input type="checkbox"/> Sale & Settlement of Other Property Addendum | <input type="checkbox"/> Tenant-Occupied Property (PAR Form TOP) |
| <input type="checkbox"/> Contingency Addendum (PAR Form 130) | <input type="checkbox"/> Plot Map and Deed Restrictions |
| <input type="checkbox"/> Sale & Settlement of Other Property Contingency with Right to Continue | <input type="checkbox"/> |
| <hr/> <input type="checkbox"/> Marketing Addendum | <input type="checkbox"/> |
| <hr/> (PAR Form 131) | |

- Settlement of Other Property Contingency Addendum (PAR Form 133)

19. Inspections.

- (A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement.
- (B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.
- (C) Seller will have heating and all utilities (included fuel(s)) on for the inspections.

20. Wood Infestation Contingency.

- WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 28 of this Agreement.
- ELECTED.
- (A) Within _____ days of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Listing Broker, if any, otherwise to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mortgage and lending institutions, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures, which will not be inspected:

_____.

21. Radon Contingency.

- (A) Seller represents that: (check appropriate response(s)):
 - 1. Seller has no knowledge concerning the presence or absence of radon.
 - WAIVED. Buyer understands that Buyer has the option to request that the

Property be inspected for radon by a certified inspection (see Radon Notice). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 28 of this Agreement.

□ ELECTED

(B) Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the test report to Listing Broker, if any, otherwise to Seller, within _____ days of the execution of this Agreement. (See Radon Notice.)

1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 28 of this Agreement.
2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within _____ days of receipt of the test results:

□ Option 1

- a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 28 of this Agreement, OR
- b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
- c. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures.
 - 1) Within 5 days of receiving the corrective proposal, Seller will:
 - a) Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 28 of this Agreement, OR
 - b) Not agree to the terms of the corrective proposal.
 - 2) Should Seller not agree to the terms of the corrective proposal or fail to respond within the time given, Buyer will, within 5 days, elect to:
 - a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 28 of this Agreement, OR
 - b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

- Option 2
 - a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 28 of this Agreement, OR
 - b. Submit a written, corrective proposal to Listing Broker, if any, otherwise to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective measures. Seller will pay a maximum of \$_____ toward the total cost of remediation and retests, which will be completed by settlement.
 - 1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 25(B) (Option 2) b, Seller will, within 5 days of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:
 - a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 28 of this Agreement, OR
 - b) Not pay for the total cost of remediation and retests.
 - 2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to:
 - a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 28 of this Agreement, OR
 - b) 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.

22. Brokers. The Business Relationships between the Broker(s) and Seller and Buyer are as follows, UNLESS a different relationship is checked below.

- (A) The Listing Broker is Agent for Seller.
- (B) The Selling Broker is Agent for Buyer.
- (C) When the Listing Broker and Selling Broker are the same, the Broker is a Dual Agent. Dual Agency applies to all licensees, UNLESS there is a Designated Agent(s) for Seller and a Designated Agent(s) for Buyer. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

A Business Relationship exists that is different from above, as follows:

- The Selling Broker is the Agent/Subagent for Seller.

- The Selling Broker is a Transaction Licensee.
- The Listing Broker is a Transaction Licensee.
- (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

23. Mediation.

- NOT AVAILABLE.
- WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.
- ELECTED
 - (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
 - (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice).
 - (C) This agreement to mediate disputes arising from this Agreement will survive settlement.

24. Release. Buyer hereby releases, quit claims and forever discharges Seller, all brokers, their licensees, employees, and any officer or partner of any one of them and any other person, firm, or corporation who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.

IN WITNESS WHEREOF, the parties affix their signatures on the date set forth beside their signatures.

Witness	Buyer	Date

Witness

Buyer

Date

WOODBERRY DEVELOPMENT, INC.

B

y

John W. Schaefer
President/Secretary

Buyer

Date

John W. Schaefer

Date

RESALE CERTIFICATE

CONDOMINIUM _____

UNIT NO. _____

SELLING OWNER(S) _____

This Certificate and accompanying attachments have been prepared on _____.

1. The Condominium Association:
___ Does ___ D o e s
 Not have the right of first refusal
 or approval on the sale of the
 Unit.
___ Does Not have the right
to approve mortgages.
___ Does Not require exact
copies of executed mortgages.

Require for waiver of the right of first refusal and mortgage approvals may be applied for through the Management office during regular business hours.

2. The monthly common expense for the subject Unit for the current fiscal year is \$_____, which is payable on or before the 1st day of each month. This assessment is subject to change, either higher or lower, effective on the first day of the next fiscal year which is _____. There is \$_____ common expenses and/or special assessment currently due and payable by the Selling Owner. A prospective purchaser is advised that this amount is subject to change by additional monthly assessments, special assessments or payments made prior to the date of settlements.

3. The surplus fund credits to be applied with regard to the Unit are as follows:

4. In addition to the regular monthly common expense charges, the owners of the subject Unit are also responsible for the following fees:

___ Monthly Capital Assessment	\$	
___ Special Assessment	\$	
___		\$
___		\$
___		\$

5. The current amount of reserves for capital expenditures held by the Association is \$_____. If amounts have been allocated for specific capital projects, they are listed below:

PROJECTS	AMOUNT
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6. Alterations and improvements in violation: The Executive Board is aware of the following alterations or improvements to the Unit which violate the Declaration of Condominium or the Rules and Regulations:

NONE

RESALE CERTIFICATE

7. There are no violations of applicable governmental requirements with respect to the Unit, limited common elements assigned thereto, or any portion of the condominium known to the Executive Board except as follows:
8. The Executive Board has no knowledge of the existence of any hazardous conditions with respect to the Unit, the limited common elements assigned thereto or any other portion of the Condominium.
9. The Declaration of Condominium does not provide for cumulative voting or class voting, except as follows: Only the residential Unit Owners vote on matters affecting Residential Limited Expenses (as defined in the Declaration) and only Garage Unit Owners vote on matters affecting Garage Limited Expenses.
10. There is (no) (an) agreement to terminate the Condominium which has been submitted to the Unit Owners for approval and remains outstanding.
11. The Condominium (is) (is not) a master association and (could) (could not) become a master association. The Condominium (is) (is not) part of a master association. The Condominium (could) (could not) become part of the _____ master association.
12. Units which may be owned in time-share estates are described as follows:

The maximum number of time-share estates that may be created in the Condominium is _____.
13. The Declarant does not retain the special declarant right to cause a merger or consolidation of the Condominium except as follows:
14. The Condominium is not a leasehold Condominium.
15. The following documents are attached hereto:
 - ___ The current provisions of the Declaration of Condominium, Bylaws and Rules and Regulations.
 - ___ The current Operating Budget of the Association for 2000.
 - ___ A copy of the most recent available Balance Sheet and Income and Expense Statement of the Association as of _____.
 - ___ A schedule of the Association's insurance.
 - ___ A statement of proposed Capital Expenditures for the current and two next succeeding years.
 - ___ A statement describing any judgments against the Association and the status of all pending suits, if any.

Validation of this Certificate requires receipts of \$50.00 for processing expenses and signatures of the Selling Owner(s) or the Owner's agent and an authorized agent of the Association. The above information is true to the best of our knowledge and belief.

Authorized Signature