

WESLEY MEWS CONDOMINIUM

AGREEMENT OF SALE

Guardian Real Estate, Inc.
Agent for Seller

Agent for Buyer/Subagent for Seller

(Purchaser)

It is understood and agreed by the parties that the above designated Agent(s) owe(s) fiduciary duties only to the parties as referenced above. If the same Agent is named as Agent for the Buyer and the Seller, this creates a dual agency relationship.

THIS AGREEMENT, made this _____ day of _____, 199_,
by and between WESLEY MEWS LIMITED PARTNERSHIP, a Pennsylvania
limited partnership (the "Seller") and _____
(the "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner and developer of WESLEY MEWS
CONDOMINIUM, located in Lower Allen Township, Cumberland County,
Pennsylvania (the "Condominium"); and

WHEREAS, Purchaser desires to purchase and Seller desires to
sell the unit identified below;

NOW THEREFORE, with intent to be legally bound, the parties
hereto agree as follows:

1. **Purchase of Condominium Unit.** Seller agrees to sell
and Purchaser agrees to purchase Unit No. _____ (the "Unit") in
the Condominium. Seller shall complete the construction of the
Unit by the settlement date set forth below. The street address
of the Unit is _____,
Mechanicsburg, Pennsylvania 17055.

2. **Purchase Price.** The purchase price for the Unit shall
be \$ _____ payable as follows:

(a) Earnest money payable upon signing of this
Agreement in the amount of \$ _____ to be held by the
listing agent for the Seller, receipt of which is hereby
acknowledged.

Purchaser's Initials _____
Seller's Initials _____

conveyance of a unit in the Condominium from Seller to any third-party, Seller shall have the right, acting alone, to amend the Public Offering Statement, including the Declaration and the Plats and Plans. Seller shall provide any such amendments to Purchaser promptly, and if such amendment adversely affects the rights of Purchaser, Purchaser may terminate this Agreement within fifteen (15) days from receipt of same, and the earnest money shall be returned to Purchaser. This Agreement shall then be null and void, and neither party shall have any further liability or obligation to the other.

7. **Conveyance of Title.** At settlement, Seller shall convey to Purchaser title to the Unit by Special Warranty Deed in the form attached to the Exhibits portion of the Public Offering Statement. Title to the Unit shall be good and marketable and insurable by a title insurance company authorized to do business in the Commonwealth of Pennsylvania.

8. **Settlement.**

(a) Settlement on the Unit shall occur on or before _____, 199_ (the "Settlement Date") at such time and at such place as the parties shall mutually agree. Seller may extend the Settlement Date for up to one hundred eighty (180) days if required to complete construction of the Unit and to prepare it for occupancy by Purchaser.

(b) If requested by Purchaser, and provided Purchaser pays for same, Seller shall provide a title insurance policy issued by a title insurance company authorized to do business in the Commonwealth of Pennsylvania in the full amount of the purchase price at (reduced) reissue rates. Purchaser requests/declines. Initials _____

(c) All realty transfer taxes shall be divided evenly between Seller and Purchaser.

(d) At Settlement, Purchaser shall pay an amount equal to two (2) months' installment of the Seller's initial estimate of monthly assessments for common expenses for the Unit, 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 Wesley Mews Condominium Association (the "Association") to be used by the Association for working capital purposes. However, in the event that Seller has already paid such amount to the Association for the Unit, Purchaser shall instead reimburse Seller directly for that amount at Settlement.

Purchaser's Initials _____
Seller's Initials _____

(e) Current real estate taxes, water, sewer and any other lienable items of a similar nature shall be apportioned as of the Settlement Date on the basis of the fiscal period of the assessing authority.

(f) Common expense assessments against the Unit shall commence beginning as of the date of settlement of the Unit.

(g) Nothing contained in this Agreement shall be construed as requiring Purchaser to use any title insurance company recommended by Seller or mentioned herein.

9. **Possession.** Possession of the Unit shall be given at settlement.

10. **Warranties.**

(a) Seller hereby provides Purchaser with the warranties contained in Section 3411 of the Pennsylvania Uniform Condominium Act.

(b) Purchaser acknowledges that Purchaser has been provided with a sample copy of the ten (10) year limited warranty provided by Residential Warranty Corporation ("RWC") which Purchaser will receive at settlement. Purchaser acknowledges that Purchaser has read the warranty and understands its contents. Notwithstanding the foregoing, validation of the RWC Limited Warranty is not guaranteed, but is conditioned upon: (1) satisfactory completion of all required inspections; (2) compliance by Vanguard Homes, Inc., the builder of the Unit, with all enrollment procedures; and (3) Vanguard Homes, Inc. remaining a member of the program in good standing. Purchaser understands and agrees that, if the RWC warranty is validated, except as set forth in subparagraph (a) above, the RWC warranty is being provided by Seller in lieu of all other warranties, oral agreements or representations, and Seller makes no other warranty, express or implied, as to quality, fitness for a particular purpose, merchantability, habitability or otherwise, except as set forth in the RWC warranty. Purchaser further acknowledges that the RWC warranty contains a provision which requires all disputes that arise under its limited warranty to be submitted to binding arbitration.

(c) Purchaser understands and agrees that the warranty of all appliances and other consumer products installed in the Unit are those of the manufacturer or supplier and that they will be assigned to Purchaser, effective as of the Settlement Date.

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Purchaser's Initials _____
Seller's Initials _____

(d) Buyer shall be responsible for providing Seller or its agent with a list of any defects or items to be completed/repaired. This list is to be provided to Seller not before ninety (90) days after Settlement has taken place. Seller shall be responsible only to make one service call to adjust those listed items which Seller reasonably determines to be necessary within the normal standards of the building trades.

(e) Seller shall not be liable for any personal injury or other consequential damages and/or losses which may arise from or out of any and all defects.

11. **Assignment.** This Agreement is personal to Purchaser, and Purchaser may not assign this Agreement.

12. **Risk of Loss.** The risk of loss or damage by fire or other casualty of the Unit prior to settlement is assumed by Seller; provided, that if the Unit is destroyed or materially damaged prior to settlement, either party may, at its option, by written notice to the other, cancel this Agreement, in which event Purchaser's deposit shall be refunded to Purchaser, and neither party shall have any further liability or obligation to the other. Seller may, however, elect to repair the damage or reconstruct the Unit whereupon Settlement shall be delayed until the repair or reconstruction work is completed.

13. **Defaults.**

(a) Tender of deed or purchase price shall not be necessary where the other party has defaulted.

(b) If Purchaser shall be in default hereunder, at Seller's option, all earnest money and other sums theretofore paid by Purchaser with respect to the Unit may be delivered to Seller as agreed and liquidated damages because actual damages may be difficult or impossible to prove and shall be paid to or retained by Seller, and this Agreement shall then be null and void. Notwithstanding the termination of this Agreement, Seller shall have all other remedies at law or in equity, and if Seller prevails in its pursuit of such remedies against Purchaser, shall have the right to collect reasonable attorneys' fees and other costs of collections from Purchaser.

(c) In the event Seller shall be in default hereunder, Purchaser shall have the right to terminate this Agreement, in which case Purchaser's earnest money deposit shall be returned, and neither party shall have any further liability to the other. This remedy

Purchaser's Initials _____
Seller's Initials _____

constitutes Purchaser's sole and exclusive remedy in the event Seller defaults hereunder.

(d) Time is of the essence of this Agreement.

14. Scope of Authority; Merger.

(a) This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, conditions or statements, oral or written, including any promotional material regarding the Condominium, not contained herein shall be considered a part of the contract between the parties hereto. This Agreement may not be amended, altered, modified or discharged except by an instrument in writing signed by the party sought to be charged therewith.

(b) No salesperson, employee or agent of Seller has any authority whatsoever to make any representation or agreement not contained in this Agreement, and only those contained herein shall be binding upon Seller. Purchaser acknowledges that any information received by it from Seller or Seller's partners, agents or employees relating to carrying costs, tax benefits of ownership, or otherwise was offered as an estimate only, and Purchaser declares that Purchaser did not rely thereon in entering into this Agreement.

15. Radon Disclosure. Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Studies, although not yet conclusive, indicate that extended exposure to high levels of radon gas or radon daughters, also known as radon progeny, descendants of radon gas, results in an increased risk of lung cancer. Radon gas or radon daughters can diffuse through the earth into buildings and can accumulate in open spaces, such as basements and crawl spaces, and subsequently permeate a building. If the annual average exposure to radon daughters exceed 0.02 working levels (4 picocuries per liter) the Environmental Protection Agency (EPA) presently advises corrective action, although there can be no assurances that lesser levels are not harmful. Increased ventilation and/or preventing the entry of radon will cure the radon problem in most instances. BUYER HEREBY RELEASES SELLER FROM ANY RESPONSIBILITY FOR RADON.

16. Deposit and Recovery Fund. Deposits or hand monies shall be paid to agent for seller (Listing Broker), who shall retain the same until consummation or termination of this agreement in conformity with all applicable laws and regulations.

Purchaser's Initials _____
Seller's Initials _____

Agent for the seller may hold any uncashed check tendered as deposit 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 judgement due to fraud, misrepresentation or deceit in a real estate transaction by a Pennsylvania licensee. For complete details, call (717) 783-3658.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written by the parties hereto.

WITNESS:

PURCHASER:

_____ (SEAL)
_____ (SEAL)

SELLER:
WESLEY MEWS LIMITED PARTNERSHIP

ATTEST:

By: ELG, INC., General Partner

By _____

By _____
Name:
Title: