

Sandy Pond Estates
Extraordinary Living

The Iris



The Azalea



Front Elevation - Single

The Mountain Laurel

Sandy Pond Estates - Building Specifications

The following is a list of the materials and specifications for the homes. We have tried very hard to make these specifications as clear and accurate as possible while also making them useful to you, our customer! If you should have any questions on the content or information presented herein, please feel free to contact your real estate agent directly. We look forward to having you join our family!

Foundation and Concrete Floors:

Footings:	All footings are constructed and poured with 3000 lb mix, continuous 10" deep x 20" wide
Walls:	10" poured concrete walls, 3000 lb mix.
Floors:	4" concrete floors poured in place, 3000 lb mix swirl finish.
Columns:	Concrete filled steel Lally columns, 3½" diameter with plates and bases located on the footings.

Floor Construction

Floor Joists:	2x8 (or 2x10 as required by code) floor joists framed 16" on center, using kiln dried fir or equivalent
Decking:	¾" Advantech 4x8 sheets; tongue and groove structural flooring glued and nailed to the joists

Wall Construction:

Wall Height	Typically 8'0"
Exterior Walls:	2x6 construction using kiln dried lumber at 16" on center
Interior Walls:	2x6 or 2x4 as required construction using kiln dried lumber at 16" on center

Sheathing and Exterior Framing Finish

Weather Barrier:	ZIP plywood taped in place
Exterior Sheathing:	7/16" ZIP plywood structural sheathing in 4x8 sheets applied with nails
Insulation:	R-19 wall insulation
Exterior Finish:	All vinyl siding mechanically applied to exterior of building including "J" channel in white and "F" channel for attachments
Facia:	6" aluminum mechanically attached, vinyl vented soffit
Shutters:	Contrasting color shutters where shown on plans. Color selected by buyer from builder's samples
Corner Posts:	4" vinyl corners, mechanically attached; white in color unless specified on plans

Exterior Doors:

Exterior Door:	Therma True insulated steel front door.
Locksets:	Non mastered Schlage brand locksets or equivalent

Windows and Garage Doors

Windows:	Anderson Silverline double hung vinyl windows, white; Thermopane low E glass, argon filled with grilles between glasses
Garage Doors:	White insulated Craftsman style doors

Roof Construction:

Roofs:	9/12 pitch or per plans
Ceiling Insulation:	R-38 blown in insulation
Roof Sheathing:	½" ZIP sheathing
Ice Guard:	Ice and water shield; 3' or 1 row up on the roof and valley's
Roofing:	30 year "architectural" fiberglass shingle, choice of colors from Builder's samples
Roof Vent:	10" continuous vent, eave and overhangs.
Ridge Vent:	25 year roll ridge vent
Drip Edge:	White galvanized

Interior Finish:

Interior Finish::	½" blue board mechanically attached and skim coated with veneer plaster. Painted with 2 coats of paint color "Dover White" throughout the home
Garage Ceiling Materials:	5/8" blue board with skim coat plaster knock down finish.
Ceilings:	½" blue board with Veneer plaster; sand or textured ceilings, painted white

Kitchen and Bath Cabinets:

Kitchen:	Wellborne "Select" cabinets, Harvest Arch Maple, choice of door and stain colors from Builder's samples
Bathroom Vanities:	Wellborne "Select" cabinets, Harvest Arch Maple, choice of door and stain colors from Builder's samples

Appliances

Stove, Microwave, Dishwasher	Allowance of \$1500.
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Interior Doors:

Doors:	6 panel Masonite Colonial doors
Knobs:	Privacy lock sets on all bedrooms, bathrooms. Brushed nickel / chrome privacy

Molding:

Door Casings:	Colonial casing 2½" trim
Base Molding:	Colonial base 5¼", 1 piece base

Electrical:

Panel Box:	40 circuit, 200 AMP underground service
Smoke Detectors and CO monitors:	Per code
Switches:	Toggle, white. Switched outlets in all bedrooms per code.
Receptacles:	Per code, white including one exterior weatherproof receptacle located by Builder
Ventilation fans:	In all bathrooms per plan
Telephone & cable outlets:	Located in family room, kitchen and bedrooms or at the discretion of the Builder
Fixtures:	Fixture allowance - \$750. In addition, buyer can place (8) recessed lights, which are included in the base price of the house and not included in the fixture allowance.

Plumbing:

Kitchen Sink:	Deep stainless steel double bowl
Bath Sinks:	Vitreous china inserts in white
Toilets:	1.6 gallon Vitreous china with chrome risers, white only
Main Bath Tub:	60" fiberglass, white only
Master shower:	60" fiberglass, white only
Lavatory Faucets:	Delta chrome only or equivalent
Tub/Shower Faucets:	Anti-scold Moen or equivalent
Kitchen Faucet:	Chrome single lever Delta with chrome sprayer or equivalent
Spigots:	(2) spigots are installed per plans or in locations selected by the Builder on the front and rear of the home

Heating and Cooling:

HVAC	FHA- Single Zone-Gas and air conditioning- Energy Star quality appliance
Gas fireplace	Included in living room (Azalea), family room (Iris) or great room (Mountain Laurel).

Countertops:

Kitchen/Bathroom:	Granite from builder's samples
Bathrooms:	Cultured marble or granite one piece from Builder's samples

Floor Covering:

Carpet:	25 oz Monarch plush or Berber carpet from Builder's samples
Pad:	6 lb ½" rebond
Hardwood:	Prefinished oak in choice of stain colors from Builder's samples in dining room and foyer (buyer may substitute hardwood in the kitchen in lieu of tile)
Bathrooms, kitchen and front entry	Ceramic tile with hardy backboard from Builder's samples

Landscaping / Grounds / Deck:

Landscape:	Loam and hydro seed all disturbed areas within 25' of the home with 4" of screened loam
Driveway:	Bituminous concrete in place 1½" binder and 1" top coat
Deck:	10'x12' pressure treated deck located off the rear of the home

Note: The specifications listed above and in any other descriptive material are, at the current time, expected to be provided; however, the actual specifications will be determined at the Seller's sole discretion and may be modified, including the right to change, adjust and substitute any materials, appliances, components, labor or other items, provided that they are of equal or better quality. Seller expressly reserves the right to change or deviate from the specifications listed in this document. All floor plans, specifications, pricing and other information are subject to change without notice.

SANDY POND ESTATES

Limited Warranty

Note: This Limited Warranty specifically excludes consequential and incidental damages. There is a limitation of one year from the date of Substantial Completion of the Home, in the duration of implied warranties.

1. **Person(s) Covered.** This Limited Warranty is given by the Seller to the Buyers of the Home and extends to the Buyers only, and is not for the benefit of any lender or third party, nor is it transferable to, or enforceable by, any succeeding owner or purchaser of the Home.
2. **Commencement and Duration of Coverages.** Each coverage under this Limited Warranty shall commence on the date of possession of the Home and shall continue for a period of one year thereafter.
3. **Disclaimer.** The only warranties of the Seller are those expressed herein. This Limited Warranty is given in lieu of any and all other warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and habitability.
4. **General Coverages.** Excluding the matters and components covered by any manufacturers' or suppliers' warranties as referred to in Section 5 below and subject to the exclusions set forth in Section 6 below, the coverages of this Limited Warranty are as follows:
 - a. **Roof.** The roof of the Building containing the Unit is warranted against leakage of water due to defects in materials or workmanship. This warranty does not apply to or cover entry of water due to flood, hurricane or similar events.
 - b. **Structure.** The structural components of the Building containing the Unit are warranted for structural integrity against defects in materials or workmanship.
 - c. **Plumbing and Sewer Lines.** The plumbing and sewer lines within the boundaries of the Property in and serving the Home are warranted against defects in materials or workmanship.
 - d. **Electrical Systems.** All secondary wiring and other components of electrical systems in and serving the Home are warranted against defects in materials or workmanship.
 - e. **Heating and Air Conditioning System.** The heating and air conditioning system in and serving the Home is warranted against defects in materials or workmanship.
 - f. **Windows and Doors.** All windows and doors in the Home are warranted against defects in materials or workmanship.
5. **Manufacturers' Warranties.** The Seller hereby assigns, transfers and passes through to the Buyers each and every warranty, if any, made or furnished to the Seller by the manufacturer and/or supplier of each appliance and piece of equipment in the Home and included in the sale thereof to the Buyers on the Closing Date. Copies of all such manufacturers' or suppliers' warranties have been and are available for the Buyers' inspection at the Seller's office.
 - a. The Seller hereby advises the Buyers that each such manufacturers' or suppliers' warranty may include a specific procedure which must be followed to make that warranty effective. The procedure may require notification or registration by the Buyers to or with the manufacturer or supplier, or the mailing of a warranty card by the Buyers to the manufacturer or supplier.

Such notification, registration and mailing is the Buyers' sole responsibility but the Seller shall make available to the Buyers any warranty cards furnished by the manufacturer or supplier.

- b. The Buyers' failure so to notify, register, or mail a warranty card according to any manufacturer's or supplier's requirement shall not create any liability of the Seller for any express or implied warranty on any such appliances or equipment.
 - c. It is the sole responsibility of the Buyers to follow the manufacturer's or supplier's warranty claim procedure in the event of any defect in any item covered by such a warranty
6. **Exclusions from Coverage.** The Seller expressly disclaims responsibility for any of the following items, each of which is expressly excluded from this Limited warranty, to wit:
- a. Defects of any nature in any appliance or piece of equipment which is covered by a manufacturer's or supplier's warranty;
 - b. Ordinary wear and tear, light bulbs, fuses, washers and other ordinary replacement items, damage due to abusive use, misuse, or lack of proper maintenance of the Home or its component parts or systems, such as, but not limited to, putting inappropriate materials into water closets, garbage disposal or drains, overloading electrical or other systems, breakage, chipping, or denting, loss or misplacement of removable parts, and running water against the Home;
 - c. Defects which are the result of characteristics common to material used or of normal settling of a new building, such as, but not limited to, cracks due to drying, shrinking, chalking, checking and curing of concrete, plaster, caulking and weather stripping; warping or deflecting of wood;
 - d. Defects in items supplied, installed or worked on by the Buyers or anyone other than the Seller or subcontractors at Seller's order, damages caused by the Buyers and damages caused by the move-in;
 - e. Defects arising from any utility equipment, wiring or fixtures if the same are not owned or controlled by the Seller;
 - f. Failure of the heating system to provide temperatures outside the design ranges of the system;
 - g. Loss or injury due to the elements, including conditions resulting from condensation on, or expansion or contraction of materials; and
 - h. Consequential or incidental damages.
7. **Claims Procedure.**
- a. If a defect should appear which the Buyers believe is covered by Section 4 of this Limited Warranty, or if an adjustment is required under Section 5 of this Limited warranty, the Buyers must promptly notify the Seller in writing at Seller's address. The Buyers should briefly describe the defect or required adjustment and advise the Seller when the Buyers will be at the Home so that the Seller can schedule a service call appropriately. If the Buyers believe that there is an emergency and that delay may cause additional damage, the Buyers may telephone the Seller at a telephone number provided by the Seller.
 - b. In each instance in which (a) the Seller receives a written report (or telephone report in case of an emergency) from the Buyers describing an alleged defect pursuant to the foregoing

Paragraph A, and (b) a defect exists which is covered by Section 4 of this Limited Warranty, the Seller will cause such defect to be repaired or the defective items to be replaced, at the choice of the Seller, at no cost or charge to the Buyers.

- c. In each instance in which the Seller receives a written report from the Buyers describing an adjustment which is required under Section 5 of this Limited Warranty, the Seller will cause such adjustment to be made, at no cost or charge to the Buyers.
- d. Any repair or replacement, and any adjustment, by the Seller pursuant to the foregoing Paragraphs B or C will be done by the Seller or subcontractors chosen by the Seller, and will be completed within sixty (60) days unless such completion is delayed by weather conditions, labor problems, materials shortage or other causes beyond the Seller's reasonable control.

8. **Limited Recourse.** No manager, member, trustee or beneficial owner of Seller shall have any personal liability for the obligations of Seller hereunder, Buyers agreeing by the acceptance of this Limited Warranty that the liability of Seller hereunder is limited to the assets of Seller.

9. **Severability.** In the event that any of the provisions of this Limited Warranty shall be held to be invalid, the remainder of the provisions of this Limited Warranty shall remain in full force and effect.

Executed under seal this _____ day of _____, 20__.

Sandy Pond Estates LLC

By: _____
David E. Murray, Manager

Buyer: _____

Lot No.: _____ in Sandy Pond Estates Subdivision at Mount Laurel Road, Ayer, Massachusetts