



# STROUDWATER PRESERVE

## CONSTRUCTION ADDENDUM TO BROKER P&S

AGREEMENT IS MADE and entered into this day by and between, **STROUDWATER DEVELOPMENT PARTNERS, LLC**, a Maine limited liability company, its successors, members, agents, officers, affiliates, and assigns, and also including for this definition the “Seller” identified in Section 1 of the brokerage form of Purchase & Sale Agreement (the “P&S”) to which this document is affixed (all the “Developer”), holding development rights at that certain residential subdivision known as Stroudwater Preserve, located generally at 1700 Westbrook Street, in the City of Portland, County of Cumberland, State of Maine, and **BUYER**, as identified in Section 1 of the said P&S, their successors and assigns (if permitted by the P&S) (all the “Buyer”). In consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. BUYER CONTACT INFORMATION. The party or parties identified hereunder are collectively be the “Buyer” under this construction agreement, and certify and covenant that the following are correct and true:

[First, M, Last] \_\_\_\_\_

[First, M, Last] \_\_\_\_\_

b. Home Address:

[Street] \_\_\_\_\_ [Apt/Suite] \_\_\_\_\_

[Town] \_\_\_\_\_ [State] \_\_\_\_\_ [Zip] \_\_\_\_\_

c. Mailing Address: (If different from Home, complete below)

[P.O. Box] \_\_\_\_\_

[Street] \_\_\_\_\_ [Apt/Suite] \_\_\_\_\_

[Town] \_\_\_\_\_ [State] \_\_\_\_\_ [Zip] \_\_\_\_\_

d. Email(s):

Primary: \_\_\_\_\_

Secondary \_\_\_\_\_

a. Home Phone:  
( ) \_\_\_\_\_ -- \_\_\_\_\_

b. Work Phone:  
( ) \_\_\_\_\_ -- \_\_\_\_\_ , Ext: \_\_\_\_\_

a. Cell Phone:  
( ) \_\_\_\_\_ -- \_\_\_\_\_

b. Fax:  
( ) \_\_\_\_\_ -- \_\_\_\_\_

2. CONSTRUCTION. The Developer agrees to construct and/or contract for the construction of a residential dwelling for the Buyer, and the Buyer hereby agrees to purchase from Developer said residential dwelling, all under the terms and conditions of this Construction Contract, as may be amended from time to time by written agreement of the parties in accordance with the Maine Home Construction Act.

3. PROPERTY. The property on which Developer shall build the structure contemplated hereunder is as set forth in Section 2 of the P&S.

4. MODEL / SPEC SHEETS / EXTRAS.

a. The Make and Model of home shall be as set forth in **Exhibit A** hereto, which is incorporated herein by reference.

b. The Specifications shall be as set forth in **Exhibit B** hereto, which is incorporated herein by reference.

c. Any modifications to said plans and/or any specifications which may be provided only by written agreement of both Buyer and Developer. Unless otherwise agreed in writing, the Developer shall provide all of the materials, labor and sub-contractors for the construction of the dwelling and the completion of the same; such completion to include all finish materials in the residence, including wall and floor coverings.

5. PURCHASE PRICE. For its performance of its duties hereunder, the Buyer agrees to pay Developer the sum of Purchase Price set forth in the P&S plus the value of any change order, custom order, or customization, all of which additional values shall be added to the Purchase Price for purposes of reporting Transfer Tax to the State of Maine and for purposes of determining the Purchase Price under the P&S. Without otherwise limiting its remedies pursuant hereto, in the event that payment is not made to the Developer during the aforementioned terms, the Developer shall be fully authorized to discontinue any further work for the Buyer until such failure is cured, in which event the work shall continue, and any delays in completion occasioned by the

termination of work by virtue of any such late payments shall not be the responsibility of the Developer.

a. DEPOSIT. Upon execution of this Addendum and the P&S, Buyer shall remit by check, wire or electronic exchange of funds, a non-refundable deposit in the amount of ten percent 10% of the purchase price identified above made payable to **Legacy Properties, Sotheby's International Realty**, Two City Center, Portland, ME 04101. The Deposit will be credited towards Buyer's purchase price at closing, it being expressly agreed by the parties that such payment is a non-refundable payment to induce Developer's entry into this agreement with Buyer in lieu of other prospective purchasers.

b. UPGRADES & CUSTOMIZATION. The value of any proposed upgrades, whether agreed upon during the negotiation of this Agreement, or after execution hereof, shall be paid directly to seller, **Stroudwater Development Partners, LLC**, care of JHR Development, LLC, 40 South Street, Suite 305, Marblehead, MA 01945, Attn: Susan Griffin. All payments for upgrades or changes to this agreement are purely non-refundable direct payments to Seller, it being understood that such payments shall constitute a portion of the purchase price calculation at closing (for purposes of calculating transfer tax and the like). Buyer agrees to ensure all such upgrades or changes are shared with its lender in a timely fashion.

6. REPRESENTATION. The Developer warrants that it shall utilize materials as are specified by the plans or accompanying specifications; in the event that materials are not specified, the Developer warrants that it shall utilize good quality materials of standard grade or above. The Developer does not warrant the structural or design details and specifications which are modifications requested by Buyer. All labor undertaken by the Developer and its employees or those employed by the Developer during the course of construction shall be performed in a good and workmanlike manner. In addition to any additional warranties agreed to by the parties in writing, the Developer warrants that the work will be free from faulty materials; constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. Notwithstanding the preceding representations in this Section, the parties agree that Developer's warranty is limited to one year from the date any work (or earlier, for any portion thereof) is completed (such limit the "Deadline"). This warranty excludes: Normal movement of wood, shrinkage, expansion, warping, normal sheetrock stress cracks, natural characteristics of wood (including floors), non-leaking foundation or slab cracks, paint smudges, chipping, the lawn and driveway, damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the property; defects in items separately purchased or installed buy Buyer or anyone except the Developer. Developer is not responsible, and Buyer releases all claims related to allergies, asthma, or other respiratory ailments affected by newly constructed homes. Builder is not responsible for leaks due to snow-covered roofs which are not shoveled or buy buyer's failure to maintain adequate heat. This warranty does not cover normal maintenance or conditions resulting from accidents, casualty, wear and tear, misuse, negligence of buyer or other persons, or intentional acts of buyer or other persons. Buyer must notify Developer in writing, via certified mail or in-hand delivery, of any defects and any claims (with sufficient specificity as to identify the same, and the basis of Developers alleged obligation to repair) within the Deadline set forth above, failing which, this warranty, and all other warranties

(express or implied) automatically lapse after the Deadline, and Buyer shall have no further rights against Developer (and to that end, Buyer hereby waives all of the same after said Deadline).

7. TIME. The Developer and the Buyers agree that construction of the residence shall commence and shall be substantially complete at such times as set forth, initially, in Exhibit B, provided the same may be modified by notice from Developer. The Developer shall not be held to a specific completion date; it agrees, however, to undertake reasonable efforts to meet the schedule as referenced. It is acknowledged by the parties that varied delays are occasioned by strikes, material shortages, and commitments of sub-contractors. The Buyer covenants and agrees with the Developer that he shall not occupy the subject dwelling until the same shall have been substantially completed, subject only to the completion of incomplete punch list items.

8. DISPUTES. If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following:

*(check only one)*

- Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision; or
- Nonbinding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit; or
- Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.

9. COMPLETION. The Developer shall notify the Buyer when the work contemplated by this Agreement has been substantially completed. A certificate of occupancy issued by the municipal inspector of buildings for the City of Portland, Maine, shall be delivered by Seller to Buyer on or prior to the Closing Date and shall be conclusive evidence of Seller's fulfillment of its obligation to substantially complete such Building prior to the Closing Date. Receipt of the certificate of occupancy (the "CO") shall constitute substantial completion of the construction and obligations of the Developer, save items on the Punch List (such receipt of CO constituting "Substantial Completion").

10. INSPECTION. The Buyer and the Developer shall thereupon inspect the premises and shall prepare a final "punch list" of any items considered incomplete or requiring additional action. Buyer shall specify on the final inspection form furnished to Buyer by Seller any manner in which Buyer claims that the Property does not conform to the requirements of this Agreement (such document being the "Punch List"). Except as set forth in such Punch List, acceptance of the Deed to the Unit by Buyer shall be deemed to constitute full acceptance of the Unit by Buyer. Failure of Buyer to arrange or keep the appointment shall constitute full acceptance of the Unit by Buyer. Seller will complete Punch List items prior to or promptly following the Closing (except any items for which Seller determines that parts or materials are unavailable, and such items will be completed within a reasonable time after the Closing). After Seller completes all Punch List items, Buyer and Seller's representative will jointly conduct a Second Inspection, at which Buyer and Seller shall sign an updated punch list indicating that all items are completed. If Buyer and

Seller are unable to agree on any aspect of the punch list and inspection process, the disagreement will be handled under the dispute resolution provisions below and the Closing will not be postponed. Under no circumstances shall creation of a Punch List entitle Buyer to hold back the payment of Closing proceeds to Seller at Closing, or entitle Buyer to demand or require escrow of the same, it being the intent of the parties that any balances due and owing under the P&S shall be paid in full to Seller at Closing.

11. CLOSING DATE.

a. Seller shall deliver the Deed to Buyer at the closing agent's office at a time to be agreed upon by Buyer and Seller, but in no event later than fifteen (15) days after Substantial Completion, provided Seller provides Buyer with at least ten (10) days prior written notice (such time, as the same may be revised pursuant to the provisions of this Agreement being hereinafter referred to as the "Closing" or the "Closing Date"). Any balance of the Purchase Price shall be due in full at Closing.

b. Seller estimates that the Closing Date will occur within sixty days of the \_\_\_\_\_ day of \_\_\_\_\_ ("Estimated Closing Date"), but such Estimated Closing Date is for estimating purposes and shall not dictate the final time for Closing, which shall be established with notice as provided above. The Closing Date shall be automatically extended for any period(s) of delay caused by any extraordinary circumstances beyond the control of the Seller including (but not limited to) fires, strikes, adverse weather, epidemics, governmental action, inaction or requirements, construction delays, delays in issuance of permits, or any other cause beyond Seller's reasonable control. Seller may also extend the Closing Date (in Seller's sole discretion) because of delays attributable to Buyer's delays in making selections or construction of Options requested by Buyer. Notwithstanding such extensions, if any, if Seller has not performed its obligations as set forth in this Agreement such that the Closing can occur by one hundred eighty days following the Estimated Closing Date, Buyer may terminate this Agreement by written notice to Seller. If Buyer delays the Closing beyond the Closing Date as specified by Seller but the Closing is thereafter completed, Buyer shall pay to Seller, at Seller's option, an additional charge of Two Hundred Dollars (\$200.00) for each day of such delay. The preceding sentence (including the payment of the aforementioned additional charge and Seller's acceptance of the same) shall not be deemed a waiver of Seller's right to declare Buyer in default for failure to complete Closing timely.

12. CLOSING EXTENSION. If Seller is delayed in completing construction of the home or any other portion of the improvements at the Property due to causes beyond Seller's reasonable control, including but not limited to, acts of God, war, riot, fire, earthquake, flood, extreme weather conditions, explosion, condemnation, strikes, epidemics, government action, state or federal emergency orders, unavailability of labor or materials, damaged or stolen materials, add-ons or changes from Buyer, loss or damages fire, flood, wind, earthquake, hurricane and all other weather related events or acts of nature, restrictive governmental regulations or other acts of government agencies asserting jurisdiction over the Property, then Seller may postpone (on one or more occasions) the Closing Date to a date within six (6) months after the Estimated Closing Date by written notice to Buyer on or before such later date, provided, however, that such date may be no later than two (2) years from the date of this Agreement. For the avoidance of doubt, Seller shall have no responsibility for Buyer's interest rate increases if the construction time exceeds Buyer's lock in interest rate deadline or for the costs of any replacement housing pending Closing.

13. CASUALTY INSURANCE. The Buyer shall provide casualty insurance on all

materials which shall have entered into or become a part of the structure forming the subject matter of this Agreement, including, without limitation any products purchased by Buyer individually and delivered to the property during construction. The Developer shall provide its own casualty insurance on all materials, supplies and equipment on or about the site which have not become a part of the dwelling. The cost of the Developer's casualty insurance shall not be considered a cost of its performance hereunder and shall not be paid for by the Buyer.

14. LIABILITY INSURANCE. The Buyer and the Developer shall each maintain separate policies of liability insurance relating to the premises forming the subject matter hereof.

15. DEFAULT. Except for Buyer's obligation to Close as per this Agreement (which Breach shall not require notice and right to cure), the material breach of any term of this Agreement shall constitute a Default by the party who so breaches, unless the breach is corrected within thirty (30) days after Default. Default by any party may subject the defaulting party to any remedy at law available to any party hereto. Furthermore, Default by the party not corrected within thirty (30) days from the breach shall result in the immediate termination of other access agreement, or other agreements in relation hereto.

16. MISCELLANEOUS.

a. Developer Responsible for Permits. The Developer shall be responsible for obtaining all permits relating to the construction of the residential dwelling, and the Buyer shall reimburse the Developer for its disbursements relating to such permits in addition to the Total Contract Price.

b. Orderly Site. The Developer shall keep the construction site in such order as, at its sole discretion, permits the orderly completion of all work under this agreement.

c. Operational Costs. Electric utility costs at the Premises during the construction of the project shall be paid by Developer.

d. Workers Comp. Insurance. The Developer shall provide all Worker's Compensation insurance coverage required by the laws of the State of Maine.

e. Binding Agreement/Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Developer reserves the right to sell, assign, subcontract, hypothecate, pledge, collateralize, or otherwise convey this Agreement. This Agreement shall not otherwise be sold, assigned, or otherwise conveyed by Buyer without Developer's express written approval which may be granted or withheld in Developer's sole and absolute discretion. Seller may condition its consent to any assignment in any manner Developer deems appropriate in its sole discretion. Notwithstanding any approval by Seller of Buyer's request to assign this Agreement, Buyer will not advertise (or cause any third party or agent to advertise) the Property for re-sale in any manner, or list or permit the Property to be listed for sale or listed in any multiple listing or similar service, prior to closing, and any such listing for re-sale shall constitute a material breach which shall be the basis for immediate termination

upon notice from Seller, without right to cure.

f. Amendment. This Agreement shall not be changed in any respect except by written instrument signed by the parties hereto;

g. Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Maine and parties recognize the State Courts of Cumberland County, Maine as the sole forum and venue having jurisdiction.

h. Severability. If any terms condition, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable according to the law, then the remaining terms, conditions, and provisions of his Agreement, or the application of any such invalid or unenforceable terms, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law;

i. Execution; Integration; Incorporation. This Agreement may be executed in multiple originals and embodies the entire understanding of the parties. All prior discussions and representations are merged herein, it being understood that this Agreement includes (and does not supersede or replace) all terms of the P&S, except that the terms set forth in Sections 4, 6-10, and Section 13 shall supersede the P&S as required by the Act. All disclosures contained in the P&S (including all disclosures which were provided to Buyer or Buyer's Broker by Seller or Seller's Broker or Agent) are reasserted here, and incorporated herein by reference.

j. Professional Advice. The parties hereto agree that each has sought the advice of a professional in reviewing this agreement. Further, this document shall be construed as an instrument negotiated between the parties hereto, and not a contract of adhesions, and, accordingly, any interpretation hereof shall not be construed against Developer as the initial drafter.

k. Notice. Any exercise of the Option demand or notice required or permitted hereunder. shall be effective if either: (i) hand-delivered to the addressee, or (ii) deposited in the mail, registered or certified, return receipt requested and postage prepaid, or delivered to a private express company addressed to the addressee; (A) at the address shown below, or (B) if such party has provided the other in writing with a change of address, at the last address so provided. Any notice or demand mailed as provided in this paragraph shall be deemed given and received on the earlier of:

- i) the date received, or
- ii) the dated of delivery, refusal or non-delivery as indicated on the return receipt, if sent my mail or private express as provided above; All notices required to be given, or which may be given hereunder, shall be

in writing and if mailed, shall be sent by mail to the party to be notified as follows:

Developer:

JHR Development, LLC  
40 South St., Suite 305  
Marblehead, MA 01945

*With Mandatory Simultaneous Copies to Both:*

Jason G. Howe, Esq.  
Preti Flaherty  
One City Center, Penthouse Floor  
P.O. Box 9546  
Portland, ME 04112  
jhowe@preti.com

Buyer:

(At Mailing and Email Address Provided in Section 1 of this

Agreement)

or to such other addresses as one party may from time to time hereafter designate by like notice to the other.

l. Mediation. In the event a dispute shall arise between the parties to this Agreement, then the parties agree to participate in at least four hours of mediation in accordance with the Mediation Procedures of a selected Mediator, which mediation shall occur in Kennebunk, Maine. This mediation procedure shall occur within ten (10) business days of one party notifying the other of a dispute. The parties agree to equally split the costs of mediation which shall not exceed \$2,500 total. If one party incurs costs greater than \$1,250, then such additional costs will be at the sole expense of that party. In the event that a dispute shall arise between the parties to this Agreement which is not resolved in accordance with the mediation process described herein, then the parties shall have all rights and remedies available at law or in equity.

m. Signatures. Facsimile or Electronic Signatures shall be deemed to be and treated as originals. This Agreement may be executed in counterparts, and shall be binding as such.

n. Subcontractors. All sub-contractors shall be responsible to the Developer for their efforts and the Developer shall be responsible for all payments to sub-contractors, provided, however, that the Developer is paid by the Buyer, or Buyer's lender, as the case may be, in accordance with the terms hereof. The Developer shall require that all sub-contractors shall pay sums owed by them to their individual subcontractors or materialmen, if any. Provided that the Developer is paid by the Buyer in accordance with the terms hereof, Developer shall cause any mechanics liens arising from the construction of the dwelling to be



discharged and released.

o. Titles. As used herein, the terms “Developer” or “Buyer” shall; be read as defined in Section 1 above; construe the masculine to include the feminine; construe the singular to include the plural.

p. Change Orders Required. Any alteration or deviation from the above contractual specifications that involve extra costs will be executed only upon the parties entering into a written change order; both Buyer and Third Party must sign the change order for it to be effective. Each change order must be in writing and becomes a part of and is in conformance with this contract. All work shall be performed under the same terms and conditions as specified in this original contract unless otherwise stipulated herein. The change order must detail all changes to the original contract that result in a revision of price. The previous price must be stated and the revised price shall also be stated. Both parties must sign the change order. Buyer shall pay Contractor, in the form of a bank check at the time agreement is signed, for the full amount of the change order and such payment shall be credited toward the purchase price (which shall increase by the same sum), but shall nonetheless be non-refundable and fully paid over to Contractor upon delivery.

q. Access: For safety reasons, there shall be **NO ACCESS** to property from Buyer without agreement in writing from Contractor and with the presence of their Buyer’s Agent. Buyer is limited to five (5) visits to the Property prior to closing.

r. Amendment. This Agreement shall not be changed in any respect except by written instrument signed by the parties hereto;

s. Communication. There shall be no direct communication from Buyer to Developer’s contractors, subcontractors or vendors unless buyer’s agent and Developer’s agent are present. All communication regarding construction must be submitted via the Buying/Selling Agents up until Closing.

t. Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Maine and parties recognize Maine as the sole forum having jurisdiction.

u. Mandatory Notice of Attorney General. As required by Maine law, Buyer certifies that they have reviewed in detail the “Home Construction & Repair: Maine Attorney General Home Construction Warning” attached hereto as **Exhibit C** and incorporated herein by reference.

v. Waiver of 10 MRSA Sec. 1486-1490. Reference is made to Section 1489 of the Maine Home Construction Act, as codified at 10 MRSA Sec. 1486-1490 (the “Act”). Pursuant to Section 1489, all disclosures contained in the preceding sections, and in any addenda hereto, constitute Developer informing Buyer of Buyer’s rights under said Act. For purposes of sequencing, this section shall be construed as a mutual agreement to exempt this contract and the parties hereto from the obligations set forth in Sections 1487 and 1488 of said Act. For the avoidance of doubt, this clause shall be treated as “a contract or change order”

allowing the parties hereto to remain exempt from the effects of Sections 1487 and 1488 of said Act and no precautionary inclusion of documents otherwise required by the Act shall be construed as indicia of being subject thereto.

IN WITNESS WHEREOF, the undersigned Developer, has hereunto set his hand and seal as of the Effective Date set forth in the P&S.

DEVELOPER:

Stroudwater Development Partners, LLC  
By: JHR Development, LLC, its Manager

By: \_\_\_\_\_  
J. Hilary Rockett, its Managing Member  
Thereunto Duly Authorized

*(Buyer Signature & Exhibits Below)*

IN WITNESS WHEREOF, the undersigned Developer, has hereunto set his hand and seal as of the Effective Date set forth in the P&S.

BUYER(S):

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

*(Exhibits A-C Appear Below)*

**EXHIBIT A**

(Check Appropriate Box or Write-In Style)

“Sweet Cherry Pie”

“Mayberry Shortcake”

“Stephanie”

Other (*write in*) \_\_\_\_\_

(*Must* be initialed by Developer or a write-in style is not valid)

Initials of Developer \_\_\_\_\_

\*\*\* Specifications and Plans for selected style shall be affixed after this page\*\*\*

## **EXHIBIT B**



### **Home Specifications**

#### **Exterior**

- Exterior Walls: 2x6
- Exterior siding: James Hardie Fiber Cement Siding with White Azek Trim or equal
  - Buyer may choose siding color from sample literature in the sales center.
  - Note: To ensure exterior color variation from home to home, all color options may not be available for all lots.
- Rake and Cornerboards: AZEK or equal; Soffits: Vinyl
- Roof: GAF or Certainteed Architectural Shingles with Ice and Water Shield
  - Three color choices: Charcoal Black, Weathered Wood or Aged Bark Wood
- Decking: Trex or equal: Tiki Torch and Spice Rum
- Deck rails: Intex Liberty (RS 60 275) or equal: White
- Insulation: Exterior Walls -- R-21 Batts; Basement Ceiling -- R30 Batts; Roof R-49 cellulose
- Windows: Matthews "Hancock Classic" series double paned with vinyl exterior trim surround with full screen
- Entry Door: Fiberglass Therma Tru with clear glass, paintable door, painted black
  - Custom door is allowed but requires developer approval.
  - Entry door hardware: Schlage Plymouth Single Cylinder Handle Set and Plymouth Knob in aged bronze hardware.
  - Two sets of keys
- Landscaping – Front – 15-20' planting bed with 6-8 shrubs; Lawn – loam, hydroseed or hand seed depending on time of year, mulch hay. For sod, refer to upgrade list. Paver walkway to front steps.
- Driveways – One layer of fine grade gravel and one layer asphalt; average driveway is 750 sf. Larger driveways (dependent on lot size and home style choice) incur \$3 psf charge.

#### **HVAC, Plumbing, Electrical, Sprinkler Systems**

- Gas-fired forced hot air, central air conditioning (2 zones for 2 story homes, 1 zone for single story homes)
- Built in dehumidification system automatically drains into the perimeter drain
- Rinnai On-Demand hot water heater
- 200-amp circuit breakers
- NFPA 13-D Sprinkler System

#### **Garage**

- 3000 PSI Poured Concrete, smooth-finish floor
- Garage Door: HAAS model 660 ribbed short panel with windows
  - Color: White
  - Decorative hardware
  - Standard Track Torsion Spring

- o LIFTMASTER Model 8355, 1/2hp Belt Drive Opener
- Finished and prime painted garage

### **Interior**

- Interior Ceilings and Walls: Gypsum Wallboard smooth finish
- Interior Doors: 2-panel Masonite solid core, painted white
- Closet Doors 2-panel Masonite hollow core, painted white
- Interior Hardware: Schlage Plymouth Series, oil rubbed bronze
- Interior Trim: Brosco 5 ½" Primed Speedbase; 3 ½" Primed Windsor casing on doors and windows, painted white - Promar 200 Extra White – Sherwin William
- Hardwood floors except where otherwise noted. 2 ¼" or 3 ¼" red oak, natural finish or Novella Hallmark engineered flooring with 5 colors to choose from: Thoreau Hickory, Hawthorne Oak, Twain Oak, Hemmingway Oak, Emerson Oak. Buyer may upgrade to wider plank and/or alternate finish. Refer to upgrade list.
- Hardwood stair treads
- Choice of two Sherwin Williams interior paint colors.

### **Kitchen**

- Kitchen Cabinets: Echelon standard overlay doors, plywood construction, dovetail drawers with full extension & soft-close hardware. Cabinet doors with soft-close hardware. Crown Molding on cabinets.
  - o 39" cabinets with crown is standard. Upgrade option for 42" cabinets
  - o Standard color: Alpine White throughout or with any combination of stain
  - o Buyer may choose alternate and/or additional colors at additional cost. Refer to upgrade list.
- Countertop – Pencil-edge quartz countertop, 5 color choices:
  - o Crema Minerva
  - o Miami White 17
  - o Blanco Maple 14
  - o Blaco City
  - o Grey Expo
- Backsplash: White 3 x 6 subway tile. Other options available in sales center
- Refrigerator: GE Energy Star 25.4 CU.FT. Side-by-Side Stainless Steel Model #GSE2HSHSS
- Range: GE Gas Convection Range, Stainless Steel Model # JGB700SEJSS
- Dishwasher: GE Dishwasher with hidden controls, Stainless Steel Model #GDT69SSSJSS
- Microwave: GE Profile series Model # PEM31SF/EF/BM/FM
- Hood: Ductless Stainless by Broan Model #413004
- Garbage Disposal: Insinkerator
- Faucet: Kohler Bellera Single hole, pull down brush nickel faucet #K-560.
- Sink: Amerisink undermount stainless steel 31<sup>1/4</sup> x 18 x 9 #AS333

### **Powder Room**

- Hardwood or tile floor
- Sink Kohler pedestal (white) Veer 24" K-5266-8
- Kohler K-394-4-CP Devonshire 8" WS chrome faucet
- Toilet Kohler Highline comfort height, elongated bowl (white) K-3979
- Delta Woodhurst bathroom accessories: 1 tissue holder and 1 18" towel bar, chrome finish.
- Frameless Mirror above vanity

### **Living/Dining Room**

- Hardwood Floors

### **Mud Room**

- Ceramic tile floors from choices in sales center

### **Primary Bedroom** *(One Primary Bedroom per home)*

- Mohawk carpet from choices in sales center, with pad. Buyer may upgrade to hardwood flooring. Refer to upgrade list.

### **Primary Bathroom** *(One Primary Bathroom per home)*

- Ceramic tile floor from choices in sales center
- White 3 x 6 subway tile shower or tub; upgrade options are available
- Marble shower curb
- Shower niche for soap and shampoo tiled with marble shelf
- Vanity: Echelon standard overlay doors, plywood construction, dovetail drawers with full extension & soft-close hardware. Cabinet doors with soft-close hardware.
  - Standard color - Alpine White throughout or with any combination of stain
  - Buyer may choose alternate and/or additional colors at additional cost. Refer to upgrade list.
- Countertop – Pencil-edge quartz countertop, 5 color choices:
  - Crema Minerva
  - Miami White 17
  - Blanco Maple 14
  - Blaco City
  - Dark Grey
- Sink – Undermount, white porcelain, Amerisink 18" x 13" x 7<sup>1/4</sup>" AS-222
- Kohler Devonshire Bathroom two lever handle faucet, chrome finish K-394-4
- Kohler Devonshire Rite-Temp Shower valve and faucets, chrome finish K-TS396-4
  
- Toilet Kohler comfort height, elongated bowl, (white) Highline K-3999
- Exhaust fan
- Delta Woodhurst bathroom accessories: tissue holder, one 24" towel bar, 1 robe hook, chrome finish
- Frameless Mirror above vanity

### **Common Baths**

- Ceramic tile floor from choices in sales center
- Fiberglass tub/shower surround 60" x 33" x 72" Gelcoat, Aker Maax # 141004
- Vanity: Echelon, standard color - Alpine White with quartz countertop (5 color choices) and undermount sink(s), white
- Kohler Devonshire Bathroom two lever handle faucet, chrome finish K-394-4
- Kohler tub/shower valve #K8304-NA and Devonshire trim #KTS395-4-CP, chrome finish
- Floor: Ceramic tile
- Toilet Kohler comfort height, elongated bowl, (white) Highline K-3999
- Exhaust Fan
- Delta Woodhurst bathroom accessories: tissue holder, one 24" towel bar, chrome finish

- Frameless Mirror above vanity

**Bedrooms**

- Mohawk carpet from choice in sales center, with pad. Buyer may upgrade to hardwood flooring. Refer to upgrade list.

**Laundry**

- Washer/Dryer (electric) hook-up

**Lighting**

- All exterior lights, bathroom vanity lights, canned lights, entry ceiling lights, closet, laundry and basement lights
- Specialty fixtures: island pendants, dining room fixture and any specialty bedroom lights are purchased by homeowner

**Allowances**

Buyers may opt to customize homes by buying their own fixtures in the following categories. If you choose to make your own selections, we will provide the following dollar amounts toward your purchase. Lighting and Closet allowances varies by home size.

- Closet, Pantry, Linen Wire Shelving. Custom plan can be provided as an upgrade

**In addition to the Home Specifications above, Purchase Price includes the following Upgrades:**

UPGRADES AT TIME OF CONTRACT	\$
BASE HOME PRICE	\$
<b>CONTRACT PURCHASE PRICE</b>	<b>\$</b>

**Buyer agrees that a separate check for the value of “Upgrades at Time of Contract” is due and payable directly to Stroudwater Development Partners, LLC, at the time of signing. These funds are included in the purchase price, but are not earnest money, but rather, direct payment to Seller for special orders and upgrades requested by Buyer.**



*Regarding Allowances*

*The construction team at Stroudwater Preserve prefers to supply all materials in the case of “allowances”. Doing so enables quality control, timely delivery, seamless installation, and appropriate warranty resolution. If buyers elect to source products, they will be responsible for acquiring the product, delivering it to the jobsite, and ensuring quality and safety of the product until installation. If the product is found to be defective, the buyer will pay for removal and reinstallation of a new product, as well as returning the damaged product for credit as available. Stroudwater Preserve will only supply a one-time installation of the product and not the full service that would otherwise be provided for materials that we handle from beginning to end.*

*In General*

*This specification list is to provide details on the quality of construction. The developer has the right to substitute with products equal in quality. Revised 5/13/20.*

## EXHIBIT C

### **Home Construction & Repair: Maine Attorney General Home Construction Warning Contractors Must Include This Statement With Any Home Construction Contract for More Than \$3,000**

If you are thinking about building a new home or repairing your existing home, here are some things you should know.

#### **Contractors Are Not Licensed - Buyer Beware!**

While there are a great many competent, ethical home contractors in Maine, it is up to *you*, the consumer, to find one. Home contractors are not licensed or regulated by the State of Maine. The old saying "Buyer Beware" applies. You should also keep in mind that the lack of state licensing allows the worst contractors to compete for your business alongside the best. The Attorney General's Consumer Mediation Program ranks home contractors among the top three most complained about businesses every year.

Although home construction contractors are not licensed, some building trades are licensed. Architects, engineers, plumbers, electricians, oil burner technicians, manufacturers, dealers and installers of mobile and modular homes are licensed in Maine. For more information on these licensed trades, go to [www.maine.gov/pfr/](http://www.maine.gov/pfr/).

When hiring a contractor, we recommend that you:

- Seek referrals and keep good notes. The best source of references may be:
  - friends
  - co-workers
  - independent trade contractors
  - engineers
  - family
  - building material suppliers
  - neighbors
  - architects
  - home inspectors
  - local lenders
  - banks
  - contractor's existing customers
- When meeting with a builder, be sure to ask for:
  - Number of years in business
  - Permanent business location
  - Proof of general liability insurance
  - Professional affiliations
  - Educational designations

- List of last 5 customers
- Proof of workers' compensation insurance for employees and liability insurance

We *strongly* recommend that you ask any contractor you are considering hiring for several references and that you follow up on them.

### ***Building Codes***

While some towns and cities have adopted building codes and enforced them, others have not. We recommend that you talk to your town's code officials before you begin construction.

### ***Written Contracts Are Required***

For all home construction and home improvement projects over \$3,000, Maine law requires a written contract with a specific provision that prohibits payment up front of more than one third of the contract price. When a contractor asks you for any money up front, make sure that the money is being used to purchase materials for your project. Ask for receipts and for a lien waiver from subcontractors. A model home construction contract that meets State law can be found in [Chapter 18 of the Maine Attorney General's Consumer Law Guide](#).

### ***Be Careful with Construction Loans***

If a lender is financing your construction project, make sure that you know your lender and that you understand how your loan proceeds will be disbursed and how subcontractors will be paid.

### ***Home Contractor Complaints Received by the Attorney General***

You can find out if a particular contractor has been the subject of a consumer complaint that the Attorney General attempted to mediate by contacting the Attorney General's Consumer Protection Division at 1-800-436-2131 or at [consumer.mediation@maine.gov](mailto:consumer.mediation@maine.gov). Keep in mind that just because the Attorney General has accepted a complaint for mediation does not necessarily mean the consumer was right and the contractor was wrong.

### ***Home Contractors the State Has Sued***

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs. The files below require the free [Adobe Reader](#). :

- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Judgement \(PDF\)](#)
- [State of Maine v. Daniel B. Tucci, a/k/a Dan the Handyman, and TPDF, LLC : Complaint \(Word\)](#)
- [In re: Thomas J. Hutchinson Contractor, Inc. and Thomas J. Hutchinson: Assurance of Discontinuance \(Word\)](#)
- [State of Maine v. Joel David Poirier: Complaint \(Word\)](#)
- [State of Maine v. Joel D. Poirier and Poirier Construction Company, Inc.: Judgement by Default \(PDF\)](#)
- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Order Granting Judgement \(PDF\)](#)

- [State of Maine v. Maine Coast Log Homes, Timber Pine Construction, and Mark A. Holmes: Complaint \(PDF\)](#)
- [State of Maine v. CBS Enterprises \(PDF\)](#) (Kimberly Mark Smith and David J. Blais),
- [Default Judgement in CBS Enterprises \(PDF\)](#),
- [State of Maine v. Frederic Weinschenk \(PDF\)](#) d/b/a Ric Weinschenk Builders, Inc.,
- [State of Maine v. Stephen Lunt \(PDF\)](#) d/b/a Lakeview Builders, Inc.,
- [State of Maine v. Albert H. Giandrea \(PDF\)](#) d/b/a AG's Home Quality Improvements, Inc.,
- [State of Maine v. Al Verdone \(PDF\)](#),
- [State of Maine v. Mikal W. Tuttle \(PDF\)](#), d/b/a MT Construction, DMI Industries, Inc., and MT Construction, Inc.
- [State of Maine v. Jeffrey C. Scott, d/b/a Molunkus Stream Construction \(PDF\)](#)

The Androscoggin County District Attorney has obtained theft convictions against home contractors Harold Soper ([State of Maine v. Harold Soper \(PDF\)](#)) and Mikel Tuttle ([State of Maine v. Mikel W. Tuttle \(PDF\)](#)). Even when our law suits have been successful, we have been unable to collect a significant portion of the judgements because the builders are bankrupt, judgement proof, or have left the state. We strongly recommend that you research a contractor's record before you begin any construction project.

### ***Your Home Construction Rights***

[Chapter 17 of the Maine Attorney General's Consumer Law Guide](#) explains your rights when constructing or repairing your home. [Chapter 18 of the Consumer Law Guide](#) is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000..

**As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 219-A. For updates to this warning go to <http://www.maine.gov/ag/>.**