Selling New Construction

New Construction

A. Almost all new construction transactions require more involvement on the part of an agent than resale transactions, and, often, the commission rates are lower.

Negotiating New Construction

A. Typically there is not as much negotiation with new construction as there is with resale. Part of the reason is when you negotiate 5% with new construction the 5% may represent 33% of the profit.

B. If builders have other homes they are selling in the same development/community, negotiating the price down affects the sales price of their other future properties. In lieu of negotiating down they may offer to pay for upgrades or give closing cost credits.

   A. **"The buyers shall receive a credit towards closing costs and prepaids at the time of the closing in the amount of $23,792.00."**

A. Time is money. Every day a builder has a home sitting on the market is a day they are losing money.

B. If a builder has inventory sitting as a stand alone house it will be easier to negotiate if that new home has been sitting on the market.

C. I always research the builder to see if they have negotiated the sales price of other homes they have built. I do this for homes within a given development/community, as well as, for stand alone spec homes.

New Home Communities

A. First buyers may get the best discounts because early in the sales process builders want to get some homes under contract quickly.

B. If a builder can announce they have 8 homes under contract in a few weeks, the project can seem more desirable to future buyers.

C. The builder can increase prices after a certain number of homes are under deposit or in the next phase.

D. The last phase could end up being priced 10% or more higher than phase one.

Representing a Buyer

A. The process is not straight forward
B. Lot location
C. Floor plan
D. Specifications

Offer

A. Obligation to purchase is subject to formal contracts being executed.

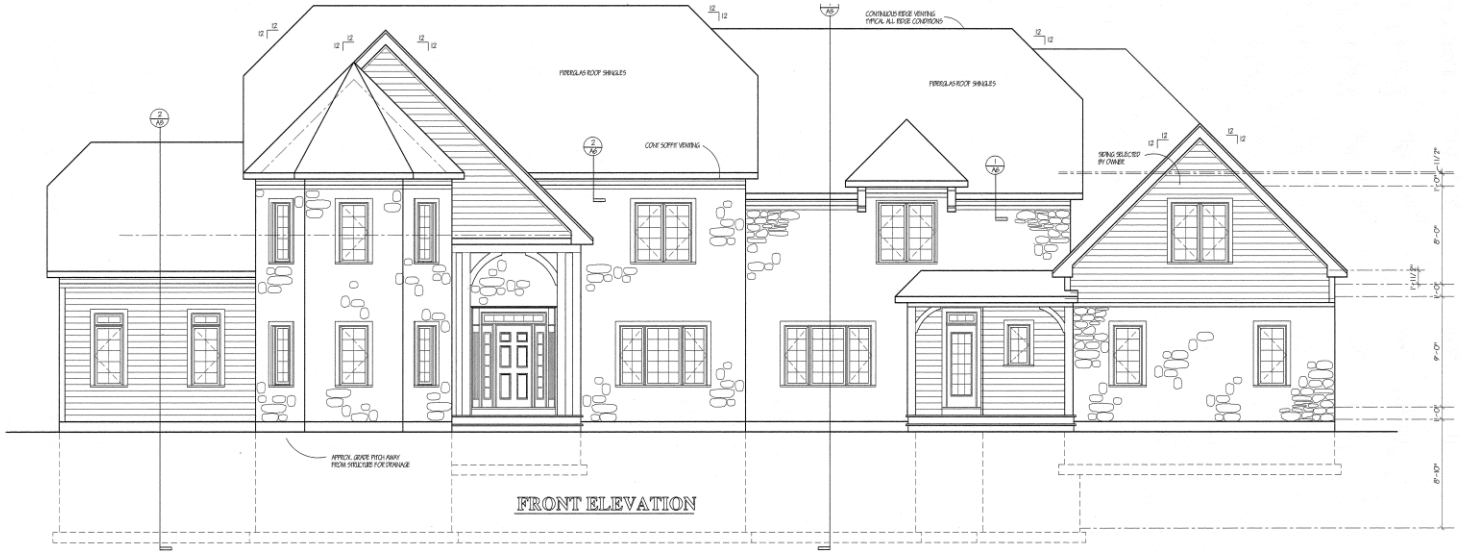
B. Obligation to purchase is subject to seller and buyer agreeing to a final house plan, specifications, and price. House plans and specifications are to be included in the contract of sale.

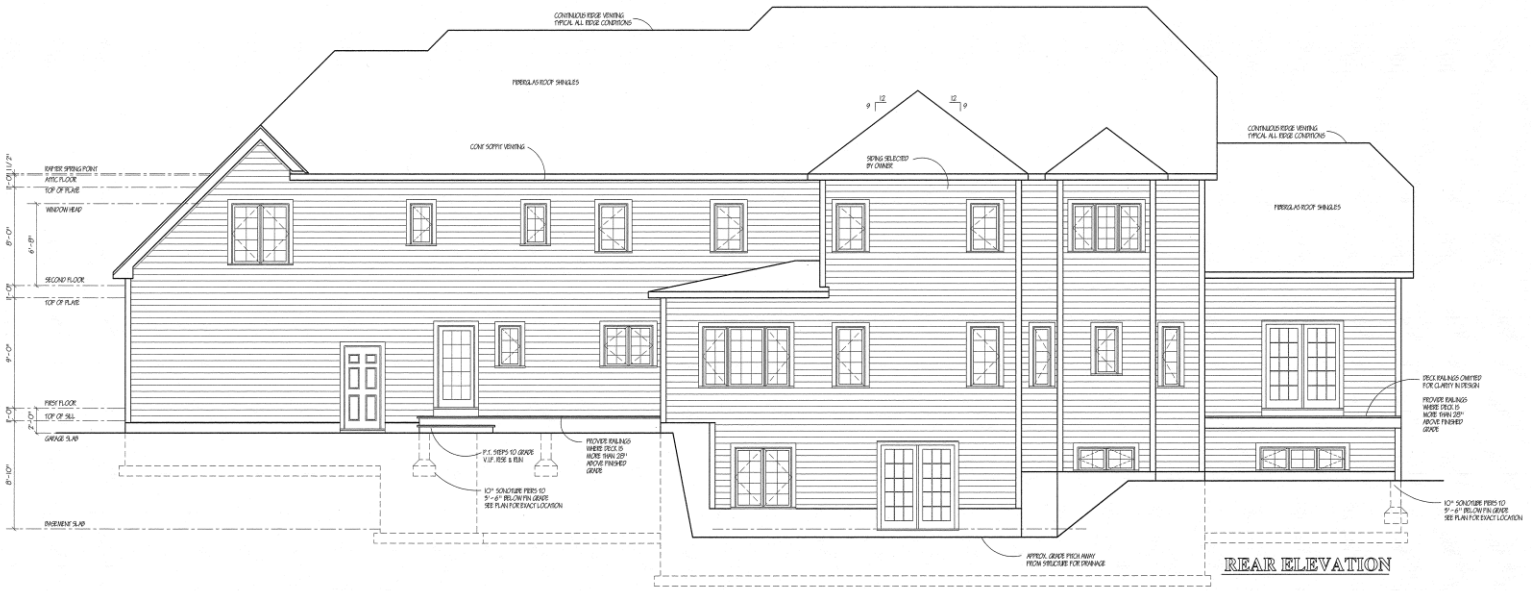
C. Purchaser shall have the right to perform a building inspection at their expense, prior to closing. The seller is responsible for only repairing those items that are not in compliance with the local building codes.

D. Purchaser shall have the right to perform a radon inspection at their expense, prior to closing. If the results are not in compliance with the EPA minimum standard of 4.0, seller will be responsible to install at the seller's expense a radon mitigation system to bring the test results in compliance with the EPA standard.

House Plans – Front Elevation

House Plans – Front and Rear Elevations



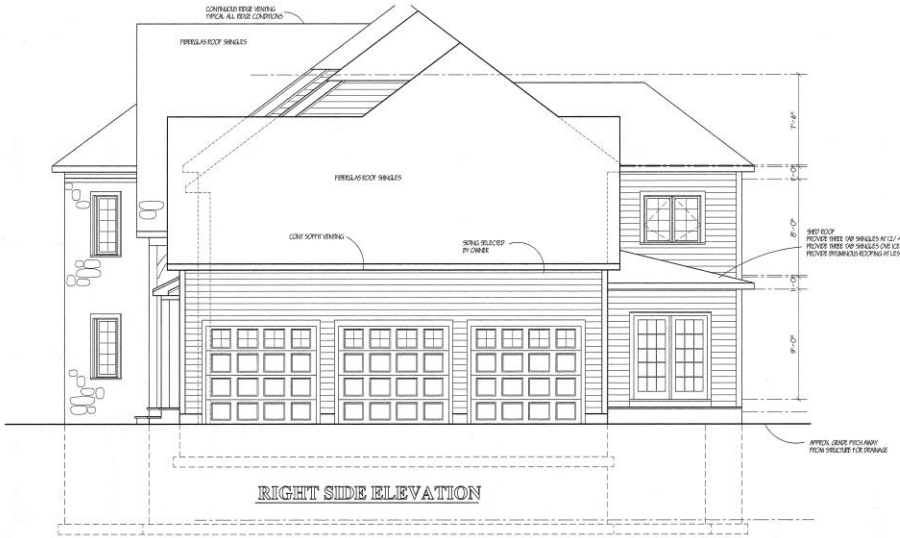


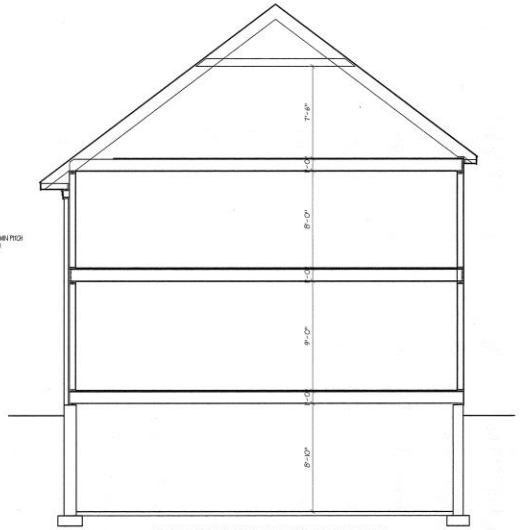
BLUE LINE DESIGNS
CHRIS JAWORSKI WORK@AT&T.NET 34 UNDERHILL ROAD BANTRY BEACH, CT 06488 (860) 426-9122

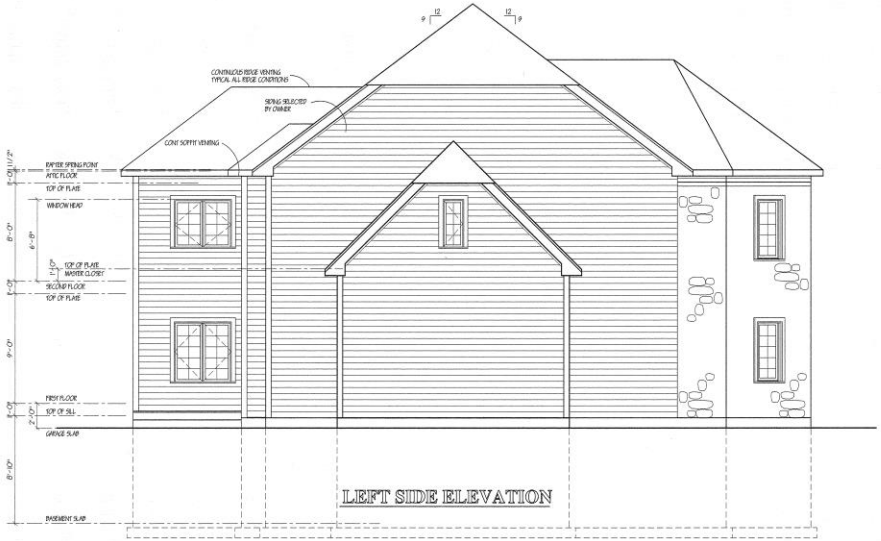
DESIGN FOR THE FORD RESIDENCE
ADDISON RIDGE RESTAURANT
EASTON, CONNECTICUT 06612

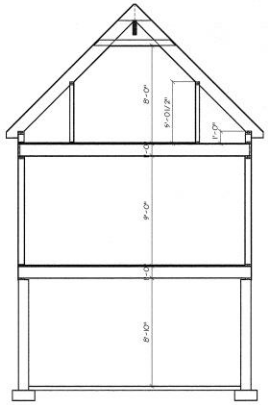
A-4

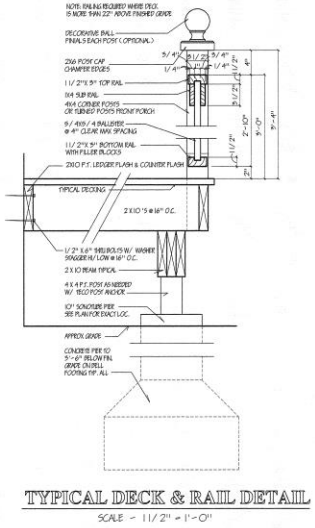
House Plans – Left and Right Side Elevations









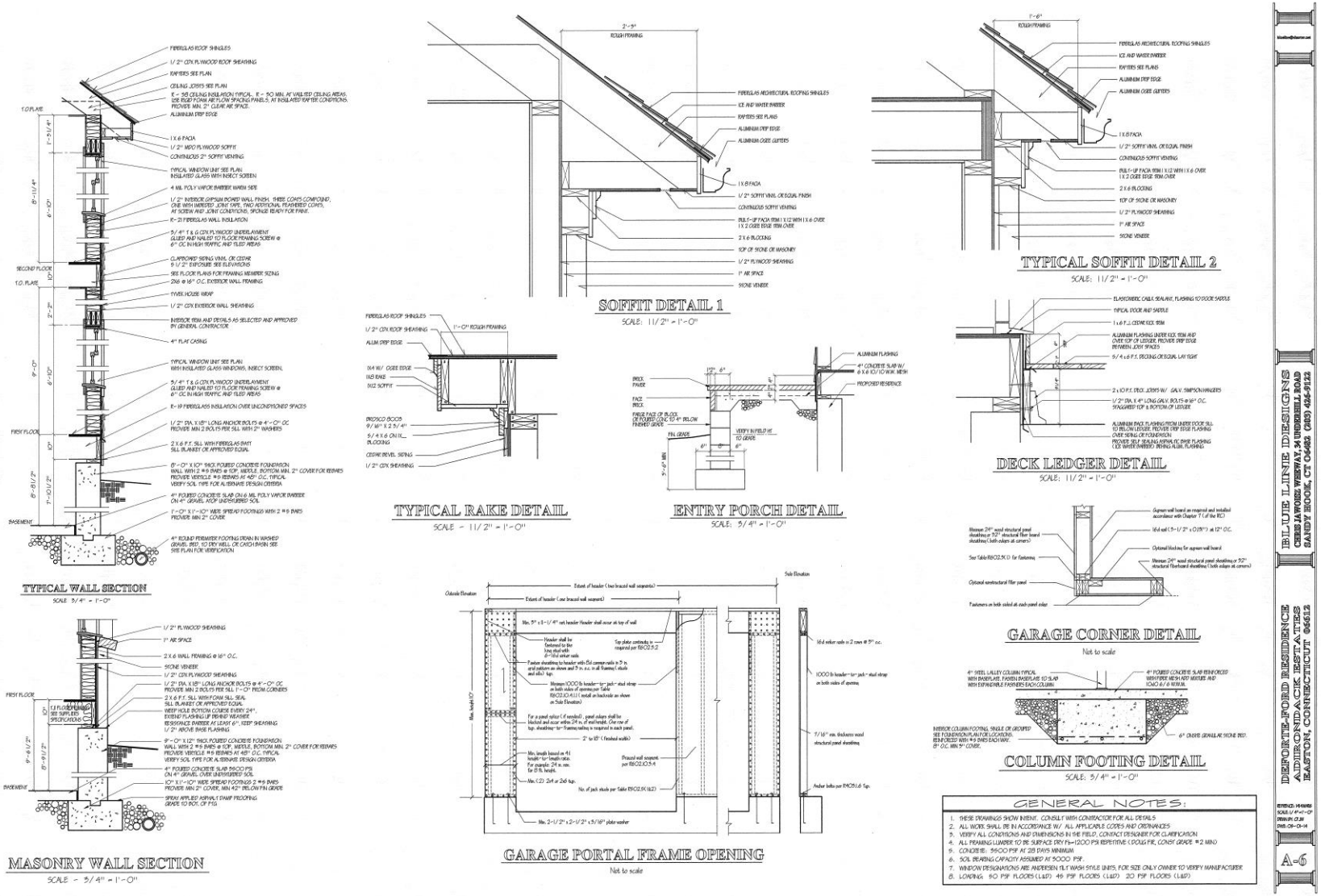


BLUE LINE DESIGNS
CHRIS JAFFORS WRIGHT, 34 UNDERHILL ROAD
SANDY HOOK, CT 06482 (203) 426-9122

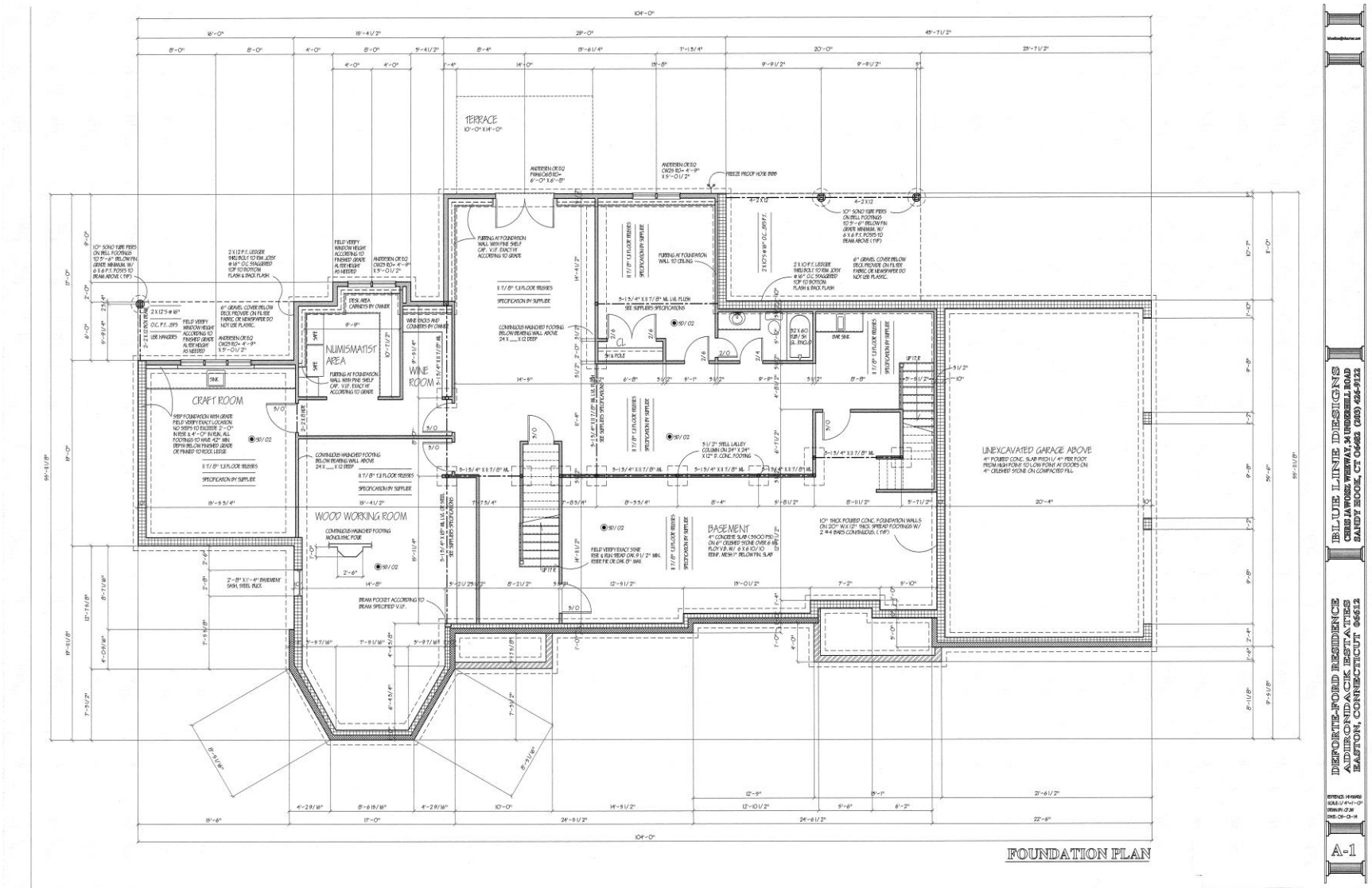
DEPORTE-FORD RESIDENCE
ADIRONDACK ESTATES
EASTON, CONNECTICUT 06612

A-5

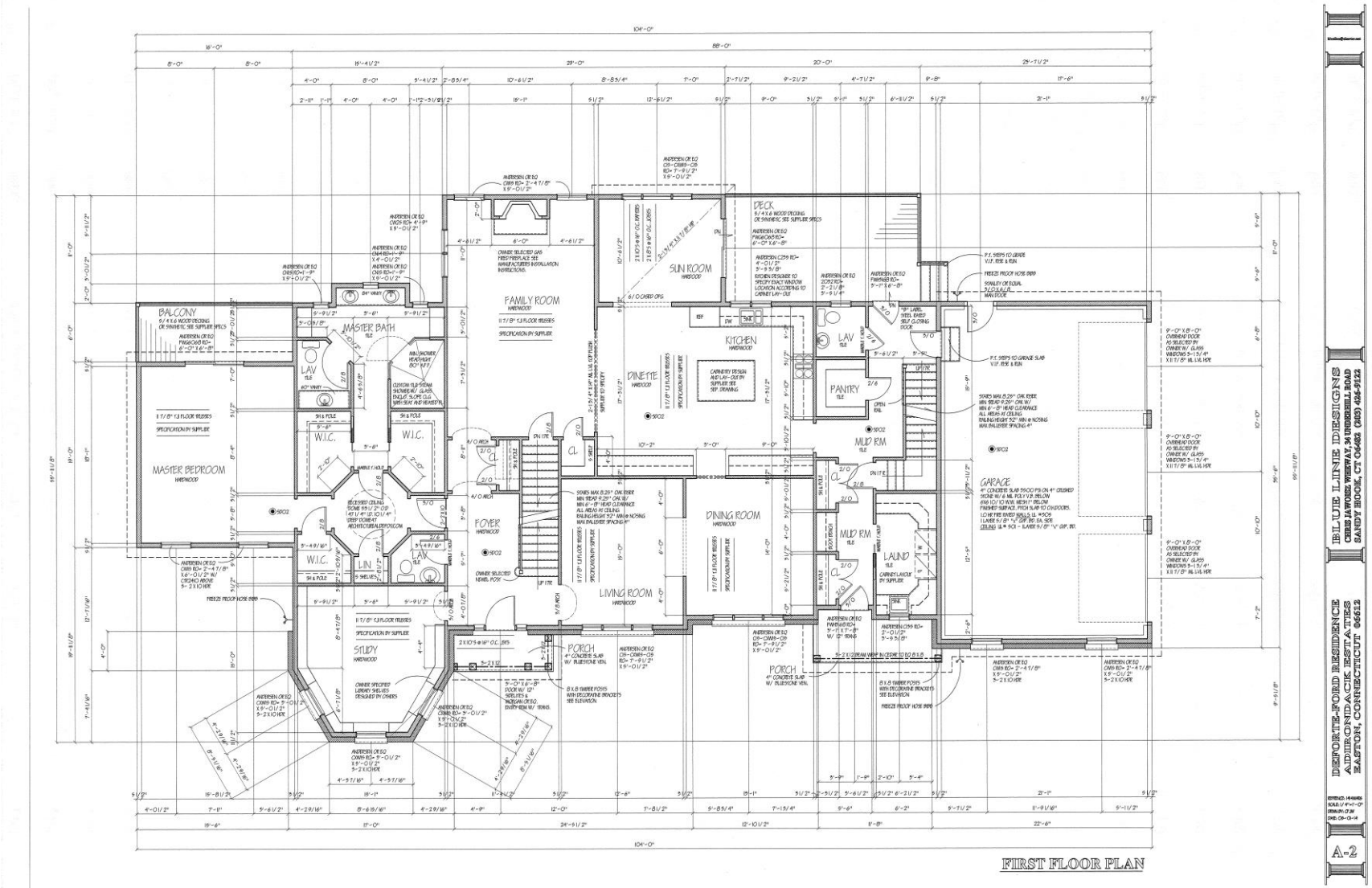
House Plans - Garage



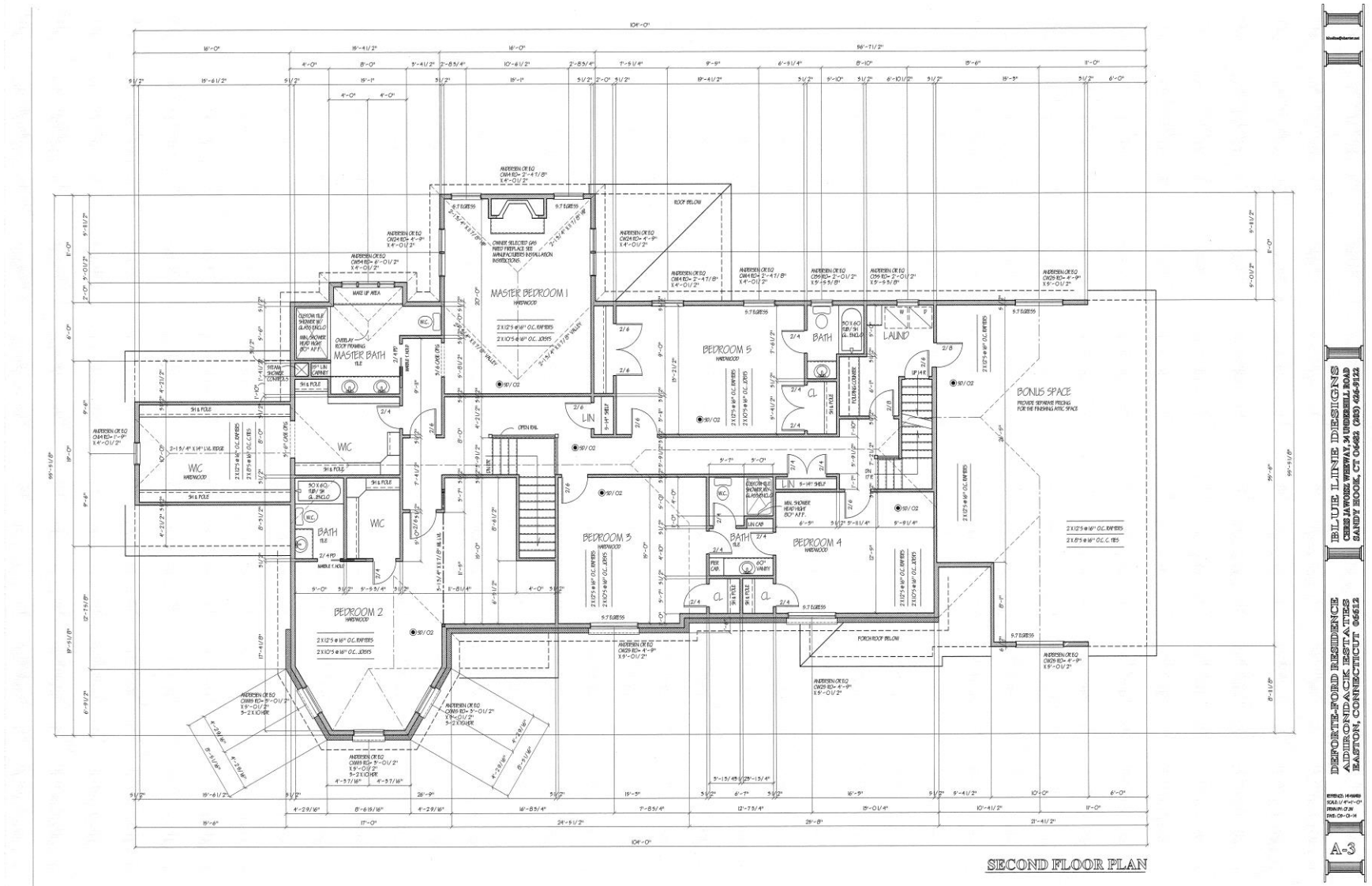
House Plans - Foundation



House Plans - First Floor



House Plans - Second Floor



Specifications

A. Every Builder is different. What is standard for one might be an upgrade for another.

B. In new home developments with model homes, many times options/upgrades are shown and you need to make sure your clients know these upgrades come at a cost.

Specifications for Constructions

Easton Woods 2, Easton, Ct
General Specifications

1. General Conditions
2. Site Work, Driveway, Landscaping
3. Foundation and Concrete
4. Moisture protection
5. Insulation and Ventilation
6. Masonry
7. Metals
8. Carpentry
9. Roofing
10. Drywall
11. Windows, Doors, Staircases and Millwork
12. Electrical
13. Exterior/Interior Painting and/or Staining
14. Flooring
15. Cabinetry and Appliances
16. Plumbing
17. Heating and Air Conditioning
18. Miscellaneous

Specifications for Constructions

1. General Conditions

1.1 Contractor will furnish all labor and materials necessary for full completion of the home, per the plans attached as Schedule "D", at Lot 14 Adirondack Trail, Easton, CT.

1.2 All work is to conform to Town and State building codes. The Builder shall pay the cost of the Building Permit and any other permits required by regulatory agencies for the construction of the home. Pool permits are not included in the price of the home.

1.3 At the completion of the work, the Builder shall leave the home "broom clean", windows washed, and all debris removed from the house and site.

2. Site Work, Driveway, Landscaping

2.1 Site Work – Excavations shall be determined by the Builder to provide for foundation installation. Backfill, including grading for the driveway is included. The Builder will provide site clearing and stump removal needed for the construction of the house, driveway, utility lines and access by cement mixers. Additional trees identified by the Buyer, after the Builder has cleared the lot, can be removed at an additional cost to the Buyer. The Builder reserves the right to grade the property as the topography permits. Yard shall be a minimum of 30 feet on each side, a minimum of 50 feet in the front and a minimum of 50 feet in the rear of the house. On an individual lot basis, the 30 feet and 50 feet setbacks may be less, if the conservation areas are closer to the home. ***No designated Wetlands and/or Conservation Areas will be disturbed.***

2.2 Utilities – Installation of underground utilities are included. Normal connections to underground electrical service, city water, telephone and cable television are included. The Buyer is responsible for having utilities turned on.

2.3 Driveway – Graded and constructed so as not to interfere with drainage and in ac accordance with Easton's zoning, rules and regulations – Paved, cable underneath driveway for electricity.

2.4 Landscaping – All disturbed areas will be graded and seeded. A shrubbery allowance of $6,000 will be provided, to include material, installation and taxes.

3. Foundation and Concrete

3.1 Foundations – To be installed per construction plans and in compliance with all laws, codes, rules and regulations.

3.2 Footing drains provided to State and local codes.

3.3 Garage and basement floors to be concrete, trowel finished, and a sump pump installed.

3.4 All concrete slabs are to be 4" thick except garage floor which will be 5" thick. there will be 4" to 6" of crushed stone placed underneath for drainage.

4. Moisture Protection

4.1 Foundation walls and footings – A coat of waterproofing (Eco Flex, Gray Coat Season Liquid Rubber or equivalent product) shall be applied to all foundation walls.

4.2 Foundation form tie rods shall be broken off and sealed, on the outside walls, with waterproofing cement, prior to waterproofing.

4.3 Gutters and leaders shall be seamless aluminum, baked enamel finish and Buyer may choose the colors of the gutters and leaders.

Specifications for Constructions

5. Insulation and Ventilation

5.1 House shall be insulated with foam insulation as per plans and State code.
5.2 Roof ridge vents and soffit vents are included.
5.3 Tyvek G House Wrap provided and installed.

6. Fireplace

6.1 One (1) gas fired fireplace to be provided in the family room and one to be provided in the basement – both having a wood mantel from the builder's selection or an allowance of $1,000.00 to the Buyer to chooses a wood mantel.

7. Metals

7.1 Builder to provide steel columns for basement beam supports. Columns shall be installed on the concrete footings, locations as depicted on the house plans.

8. Carpentry

8.1 Framing – All framing shall be 2' x 4' except exterior insulated walls to be 2' x 6'.
8.2 Roof decking shall be ½" CDX plywood.
8.3 Wall sheathing shall be ½" CDX plywood; provided that the cost of such materials shall not exceed $5,000.
8.4 Sub-flooring to be ¾" plywood, nailed and glued.
8.5 Exterior siding shall be as per the plan.

9. Roofing

9.1 Asphalt roofing shingles to be provided by builder, with a minimum of a 30-year warranty.

10. Drywall

10.1 All interior walls and ceilings will be covered with ½" sheetrock and three (3) coats of taping compound.
10.2 Garage ceiling and walls to be 5/8" sheetrock with three (3) coats of taping compound. Contractor and Seller represent that all sheetrock is made in the USA.

11. Windows, Doors, Staircases and Millwork

11.1 Pella windows to be as per plans. Windows shall be energy efficient.
11.2 Front Door –Mahogany door with a $4,00 allowance. Other exterior door(s) to be steel.
11.3 Interior doors to be solid six-panel composition with a smooth finish – the buyer to select from the doors provided by the builder. The doors shall be 8ft on the first floor wherever possible.
11.4 Staircase – Treads, landing, post and railings to be oak. Risers, stringers and balusters shall be poplar or pine.
11.5 Hardware to be lever-type door handles. Buyer to choose from Builder's selection. (Similar to Lot 8).
11.6 Front door to have Schlage or Westlock hardware, or equivalent. Buyer to choose from Builder's selection.
11.7 Three (3) 9' x 8' garage doors and three (3) garage door openers are provided with windows.
11.8 Interior trim to be 3½" Windsor casing. The baseboard shall be 7 1/4" on the first floor and 6" on the second floor.
11.9 Crown molding to be provided in the living room, kitchen, dining room and library/study (if applicable). Crown molding will also be provided in foyers that are one-story. Crown moldings

Specifications for Constructions

12. Electrical

12.1 Split 400-amp underground service and a circuit breaker panel box shall be provided. All wiring will be done according to State and local codes.

12.2 All receptacles and switches will be grounded.

12.3 Ample outlets (childproof in the children's bedroom, bathroom and sunroom) shall be provided in each room in accordance with code requirements.

12.4 The Builder shall provide an electrical fixture allowance in the amount of $10,000 including taxes, to the Buyer.

12.5 All fixtures including interior and exterior lights and bulbs are to be selected and purchased by the Buyer and installed by the Builder. This does not include the 60 recessed lights that are included in the price of the house. **Please Note:** An additional charge will be incurred by the Buyer if all lighting fixtures are not delivered to and installed in the house prior to the closing.

12.6 Two (2) doorbells are provided; one at the front door and one at the rear door. Bells and transformer are included in electrical allowance.

12.7 Two (2) exterior Ground Fault Interrupters will be provided; one in the front of the house and one in the rear.

12.8 Four (4) exterior spotlights are wired in rear of house; fixtures are included in electrical allowance and 2 exterior lights by the garage doors and 2 exterior lights by each of the exterior doors.

12.9 Every room except bathrooms to have phone jacks.

12.10 Every room except bathrooms to have TV jacks.

12.11 All switch plates and outlet plates to be white or beige.

12.12 Exhaust fans, including wiring and ductwork, are included for all bathrooms and kitchen.

12.13 Ducting of one (1) dryer exhaust is provided by Builder.

12.14 Security system shall be provided. Contacts shall be provided for basement windows and exterior doors, as well as (2) two motion detectors.

12.15 Smoke and carbon monoxide detectors will be provided in each of the bedrooms, the basement, and first and second floor hallways and shall be hard-wired into security system.

12.16 A 14KW generator is included and shall be hooked up prior to closing.

13. Exterior/Interior Painting and/or Staining

13.1 ***Interior:*** Two (2) coats of Benjamin Moore flat latex paint on interior walls (one color throughout); one (1) coat of Benjamin Moore primer and two (2) coats of Benjamin Moore (no or low VOC in eggshell) paint on woodwork. Additional colors – $150 per room, at Buyer's expense. Pearl or eggshell finishes require a third coat of paint at an additional cost to Buyer.

13.2 ***Exterior:*** One (1) coat of Benjamin Moore primer and one (1) coat of Benjamin Moore stain on exterior clapboard. Two (2) coats of Benjamin Moore paint on exterior trim. **Please Note:**

Specifications for Constructions

14. Flooring

14.1 Laundry room floor to be tiled with allowance of $6.00 per square foot; Bathroom floors to be tiled with allowance of $6.00 per square foot; shower and tub wall area to be tiled with allowance of $6.00 per square foot. The master bath floors to be tile/marble with an allowance of $6.00 per square foot; master tub walls to be tile/marble with an allowance of $6.00 per square foot. All tile allowances are for materials only; Builder to provide installation. There will be an additional labor charge to the Buyer for the installation of material other than ceramic tile except in the master bathrooms. Allowance to include material, installation and taxes.

14.2 All floors to be #1 Oak. For natural finish, three (3) coats of polyurethane finish to be applied. Additional coats of polyurethane finish can be applied at a cost to the Buyer of $1.00 per square foot. Staining of hardwood floors is available at an additional cost to the Buyer of $1.50 per square foot. Buyers choice of #1 Oak or lesser grade to achieve a greater width to the boards. With high gloss polyurethane.

14.3 The basement will have a composite oak floor except for Joe and Marianne's rooms which will have polished concrete with a concrete seal.

15. Cabinetry and Appliances

15.1 Buyer to have choice of custom cabinets from Builder's selection. Allowance for cabinets and vanities including granite tops $75,000.

15.2 Powder room shall have a small vanity sink and mirror.

15.3 Appliance allowance of $15,000 to include taxes to be provided to Buyer. Only one kitchen appliance (normally the cook top) will be vented to the outside

16. Plumbing

16.1 All plumbing and heating to be done in accordance to State and Local codes.

16.2 Builder to provide hot and cold-water system and drainage for plumbing fixtures - drains and waste lines to be ABS.

16.3 Plumbing fixture allowance is $16,000 dollars to include taxes.

16.4 Gas fired instant hot water heater.

16.5 Connections to be provided for washers and electric dryers. Washer and dryer shall be hooked up prior to closing.

16.6 Connections for ice maker in kitchen to be provided.

16.7 All shower stalls to have chrome doors with clear glass except for frameless frosted shower doors in the two master bathrooms.

16.8 Front and rear exterior faucets to be provided.

16.9 Lawn sprinkler system included.

Specifications for Constructions

17. Heating and Air Conditioning

17.1 Lennox brand – 14.5 Seer, 3 units totaling 10 tons Central air conditioning to be supplied by Builder.

17.2 Lennox – 90 plus efficient furnace (3 furnaces) and hydro hot air system to be provided.

17.3 All thermostats to be Robertshaw (or equivalent).

17.4 Five (5) zones to be provided.

18. Miscellaneous

18.1 A 14' x 30' (approximate size) patio or deck is to be provided, depending on the topography of the property.

18.2 Mirrors are to be provided over the bathroom vanities and pedestal sink.

General Specifications are subject to change.

All information, though believed accurate, is not guaranteed.

Specifications for Constructions - Allowances

Allowances

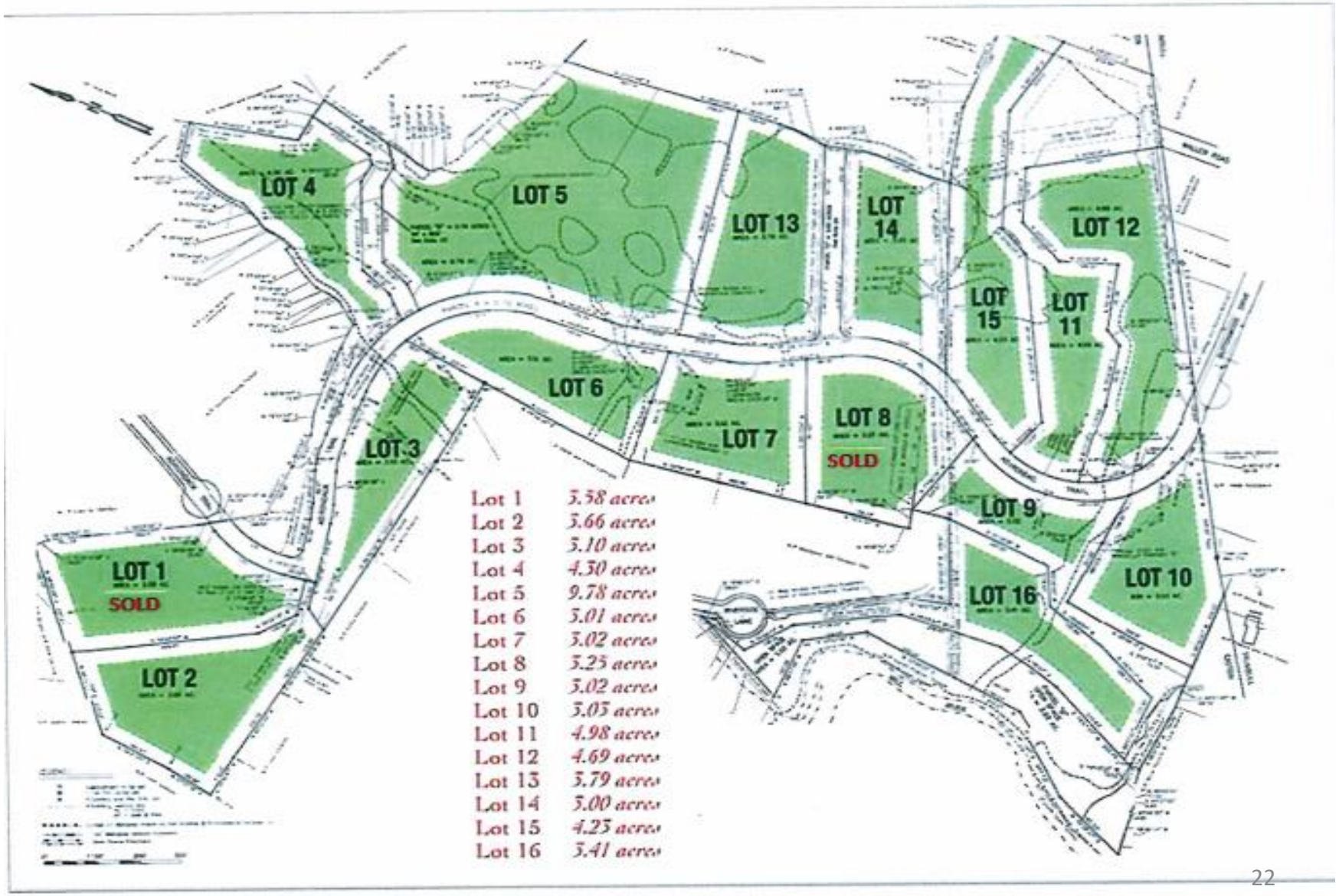
Lot 10 Robinhood Lane, Easton

Ceramic Tile	$	3.25 SF
Carpeting (Installed)		22.00 SF
Kitchen Cabinets, Vanities, Countertops		24,000
Appliances		5,000
Electrical Light fixtures		5,000
Shrubs		1,200
Kitchen Sink		375
Kitchen Faucet		200
Whirlpool Tub		Installed
Whirlpool Faucet		325
Bathroom Sinks		100 Each
Faucet for Sinks		125 Each
Water Closets (Toilets)		300 Each

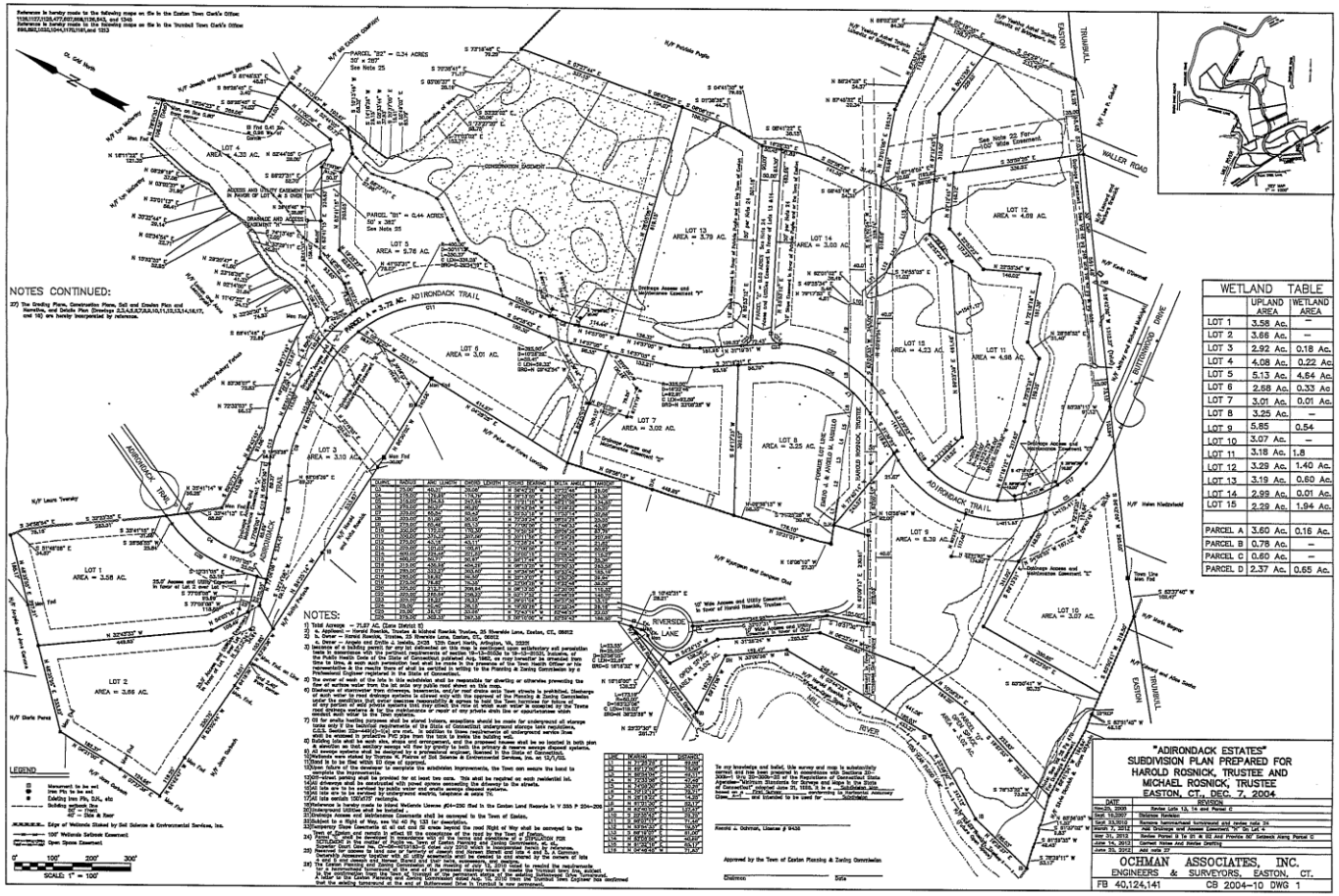
Extras

Ceiling Fans and Lights in Bedrooms	125 Each
Humidifier	700

Site Plan


LOT 4
LOT 5
LOT 13
LOT 14
LOT 12
LOT 15
LOT 11
LOT 6
LOT 3
LOT 7
LOT 8
SOLD
LOT 9
LOT 10
LOT 16
LOT 1
SOLD
LOT 2
Lot 1 3.58 acres
Lot 2 3.66 acres
Lot 3 3.10 acres
Lot 4 4.30 acres
Lot 5 9.78 acres
Lot 6 3.01 acres
Lot 7 3.02 acres
Lot 8 3.25 acres
Lot 9 3.02 acres
Lot 10 3.05 acres
Lot 11 4.98 acres
Lot 12 4.69 acres
Lot 13 3.79 acres
Lot 14 3.00 acres
Lot 15 4.25 acres
Lot 16 3.41 acres

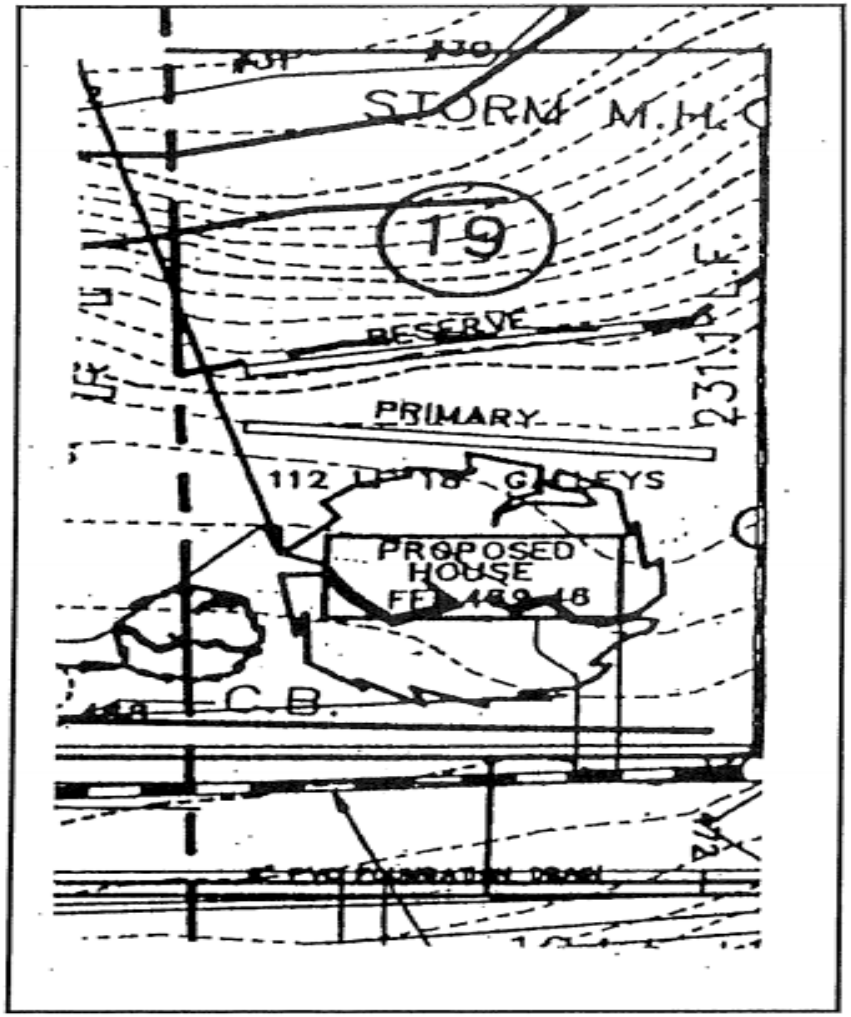
Site Plan


NOTES CONTINUED:
NOTES:
WETLAND TABLE
"ADIRONDACK ESTATES"
SUBDIVISION PLAN PREPARED FOR
HAROLD ROSNICK, TRUSTEE AND
MICHAEL ROSNICK, TRUSTEE
EASTON, CT., DEC. 7, 2004
OCHMAN ASSOCIATES, INC.
ENGINEERS & SURVEYORS, EASTON, CT.
FB 40,124,141
CB 2004-10 DWG 1

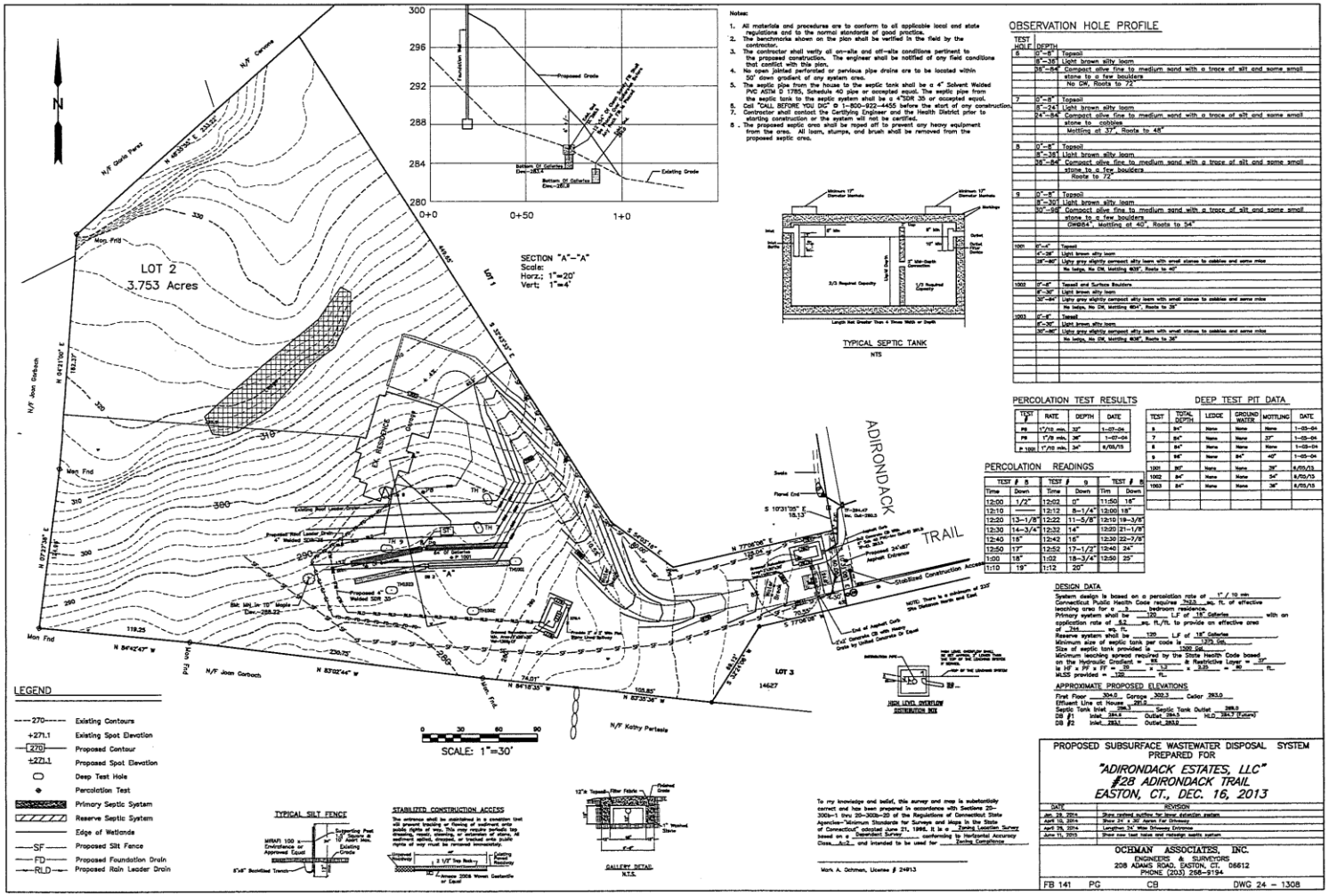
Septic Plan if Applicable

Lot 19 Topaz Lane
Jonny Ridge Estates
Trumbull, Connecticut

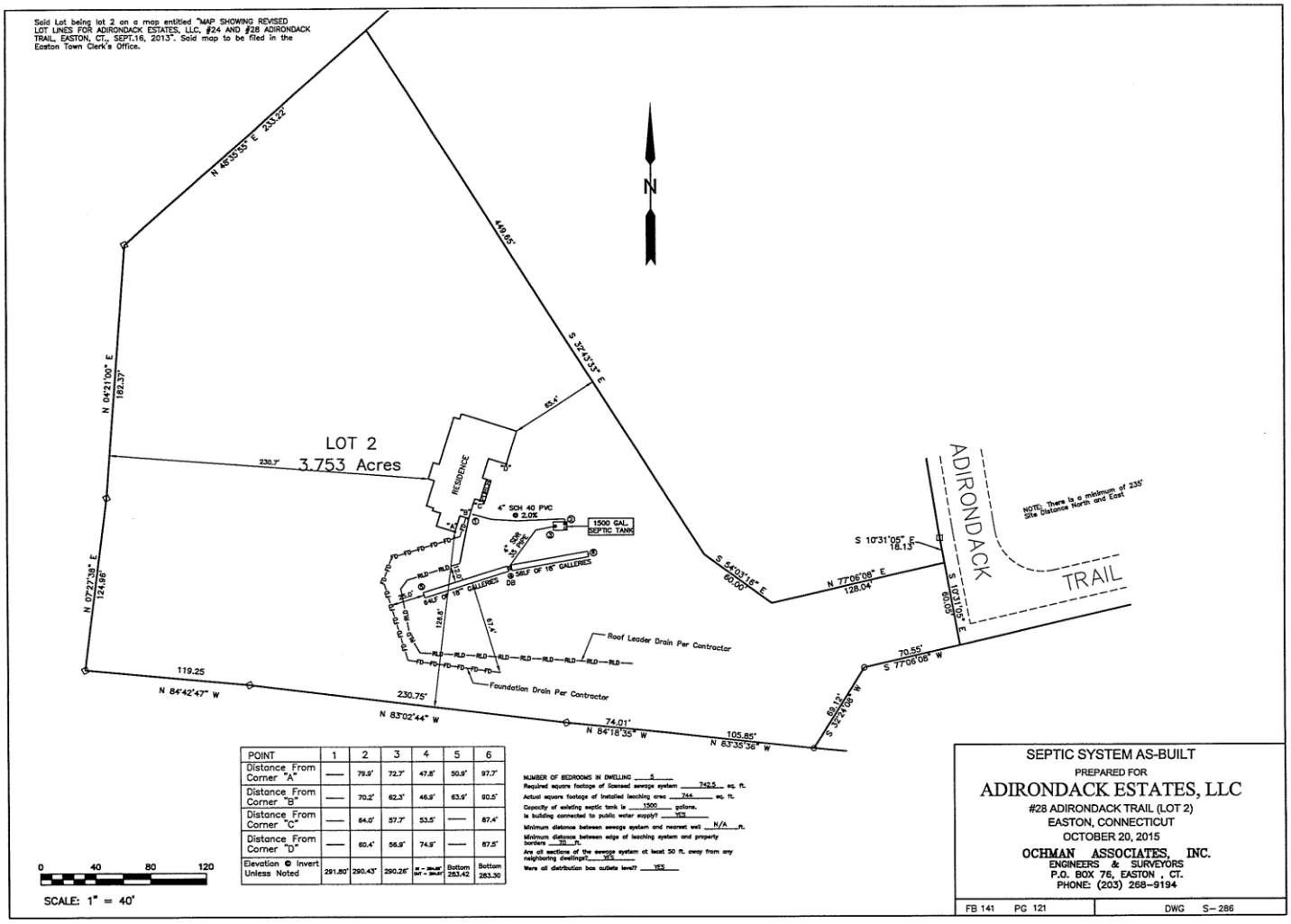
Site Plan



Septic Plan if Applicable



Septic System As-Built



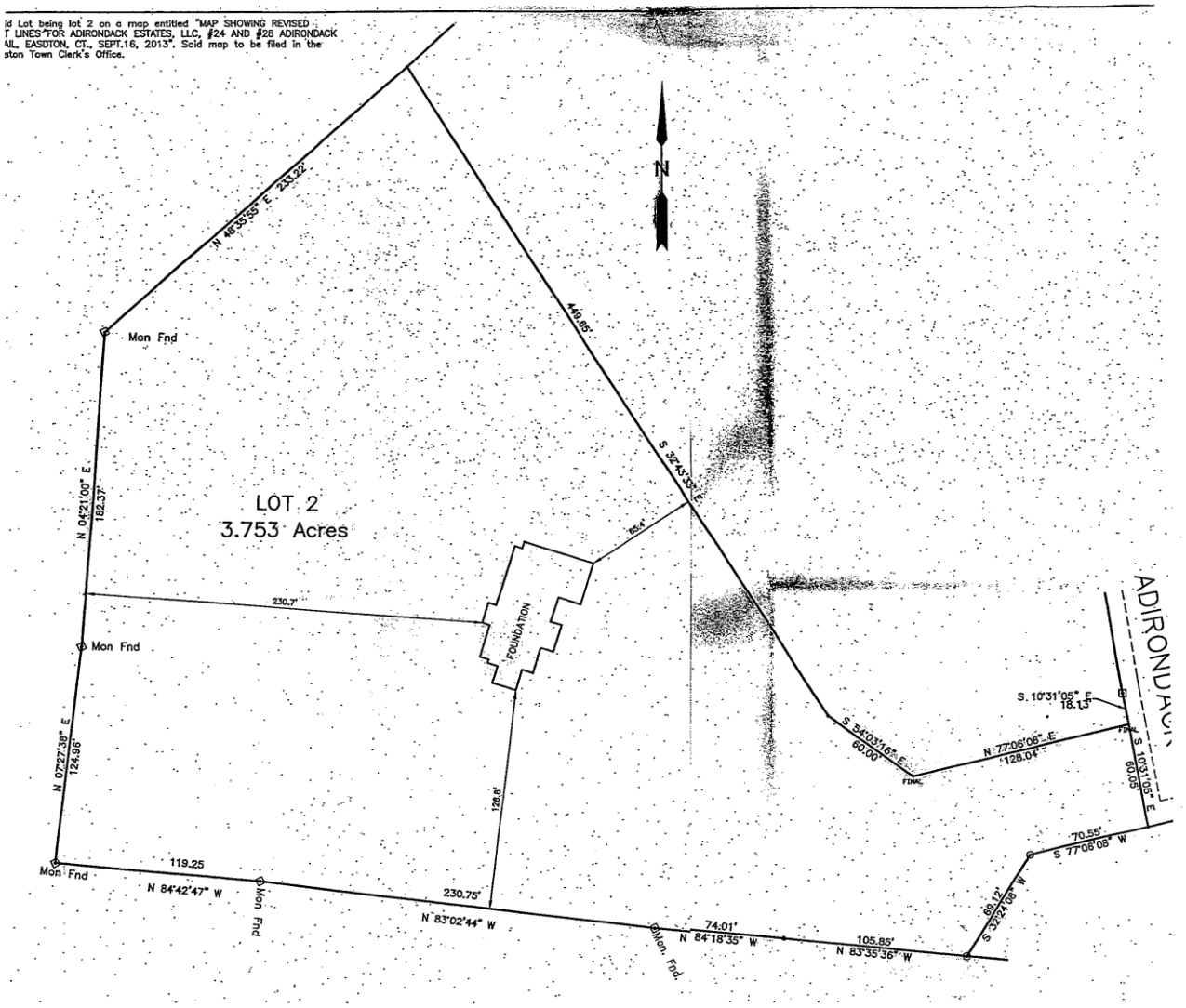
POINT	1	2	3	4	5	6
Distance From Corner "A"	——	79.9'	72.7'	47.8'	50.9'	97.7'
Distance From Corner "B"	——	70.2'	62.3'	46.8'	63.9'	90.5'
Distance From Corner "C"	——	64.0'	57.7'	53.5'	——	87.4'
Distance From Corner "D"	——	60.4'	56.9'	74.9'	——	87.5'
Elevation @ Invert Unless Noted	291.80'	290.43'	290.26'	283.92' Out - 284.07' In	Bottom 283.42	Bottom 283.30

NUMBER OF BEDROOMS IN DWELLING 5
Required square footage of licensed sewage system 742.5 sq. ft.
Actual square footage of installed leaching area 744 sq. ft.
Capacity of existing septic tank is 1500 gallons.
Is building connected to public water supply? YES
Minimum distance between sewage system and nearest well N/A ft.
Minimum distance between edge of leaching system and property bonkers 75 ft.
Are all sections of the sewage system at least 50 ft. away from any neighboring dwellings? YES
Were all distribution box outlets level? YES

SEPTIC SYSTEM AS-BUILT
PREPARED FOR
ADIRONDACK ESTATES, LLC
#28 ADIRONDACK TRAIL (LOT 2)
EASTON, CONNECTICUT
OCTOBER 20, 2015
OCHMAN ASSOCIATES, INC.
ENGINEERS & SURVEYORS
P.O. BOX 76, EASTON , CT.
PHONE: (203) 268-9194

FB 141 PG 121 DWG S-286

House As-Built



Declaration of Restrictions and Covenants

1. It is the objective of the declarant to ensure that the premises contains a variety of tastefully designed traditional homes of high quality of at least 3,800 square feet of living space exclusive of the basement, garage, or outside porches. The primary purposes of the restrictions and specifications set forth in this document is to convey an overall impression of the general quality level required in homes to be constructed and at the time to provide maximum flexibility for each lot owner to exercise individual creativity and personal taste.
2. All rules and regulations under the zoning ordinances of the Town of Easton, applicable to the premises, shall be observed and complied with.
3. The Lots shall be used and occupied for residential purposes only.
4. No poultry or domestic animals except a total of two dogs or cats (not two dogs and two cats) may be kept maintained on a Lot, and they shall be quartered within the family dwelling at night.

Declaration of Restrictions and Covenants

5. The following additional building restrictions shall apply:

a. Garages and Other Detached Structures

1. Design and detailing shall be residential in character and in same style as the main house.
2. Must provide space for no less than three (3) automobiles side by side.
3. Door height may not exceed 8’3” unless Declarant’s written approval is obtained.

b. Foundations:

No bare concrete foundation or footing may be left exposed more than 12 inches above grade. All such surfaces shall be faced with stone, brick, earth tone stucco or other material as may be approved by Declarant.

c. Driveways:

Shall be constructed with processed traprock, asphalt, cobblestone or brick pavers. Any other material must be approved by Declarant.

d. Pool and Tennis Court:

A pool or a tennis court must have its site approved by Declarant.

e. Walkways:

All walkways shall be stone, flagstone, Belgian block or brick. Any alternative material must be approved by Declarant.

Declaration of Restrictions and Covenants

f. Outside Storage:
No lot shall be used for the out-of-doors storage of any of the following: house trailers; camping trailers including boat trailers, self-contained camping vehicles; commercial vehicles of any type whatsoever, whether registered or not; junked motor vehicles of any type; aluminum sheds; boats; non-registered automobiles; motorcycles, motorbikes, minibikes, snowmobiles, ATVs or similar vehicles; mobile homes; tractors; buses; vehicles with advertising.

g. Chimneys:
All chimneys are to be constructed of stone, brick, or stucco. When brick chimneys are used, they will be tastefully or creatively detailed.

All construction including driveways, fine grading and seeding of all disturbed areas shall be completed no later than eighteen (18) months from the date construction begins.

Declaration of Restrictions and Covenants

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION is made by ADIRONDACK ESTATES, LLC (hereinafter "Declarant") of the Town of Easton, County of Fairfield and State of Connecticut.

RECITALS:

WHEREAS, the said Declarant is the owner of that certain parcel of land situated in the Town of Easton, County of Fairfield and State of Connecticut, more particularly described in Schedule "A" attached hereto and made a part hereof ("Premises");

WHEREAS, the Declarant has created a residential subdivision development consisting of 10 lots (hereafter referred to individually or together as "Lot" or "Lots") within the Premises, thirteen of which lots are subject to this Declaration;

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the values and amenities in the Premises and, to this end, desires to subject the Premises to the covenants and restrictions herein set forth, each and all of which is and are for the benefit of the Premises and each owner thereof, and which covenants and restrictions shall run with the Premises in perpetuity and shall be binding on the Declarant, its successors and assigns and all future owners of the Premises, any part thereof or any and all of the Lots within the Premises.

NOW THEREFORE, the Declarant does hereby covenant and agree that the Premises shall be subject in perpetuity to the covenants and restrictions hereinafter set forth, and that due reference thereto, shall be made in any and all deeds and instruments of conveyance relating to the Premises.

1. It is the objective of the Declarant to ensure that the Premises contains a variety of tastefully designed traditional homes of high quality of at least 3,800 square feet of living space exclusive of the basement, garage, or outside porches. The primary purpose of the restrictions and specifications set forth in this document is to convey an overall impression of the general quality level required in homes to be constructed and at the same time to provide maximum flexibility for each Lot owner to exercise individual creativity and personal taste. Prior to construction, clearing, improving, excavating, digging, removing, reducing, cutting down, altering of topography and general vegetation or general clearing of a Lot or any portion thereof within the Premises, including removal of earth or topsoil on any portion thereof, including building any fence, wall, swimming pool, or other construction or improvement or any exterior addition to or change or alteration thereon, full and complete architectural plans (including elevations) and specifications showing the nature, color, kind, shape, height, materials and location of the same, landscaping elements, and a plot plan reflecting the proposed location for the dwelling, driveway, septic system, fence, wall, swimming pool, and/or any other improvements, shall be submitted to the Declarant and approved in writing by the Declarant, including, but not limited to, harmony of external design and location in

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relation to surrounding structures, topography, and restrictions set forth herein, by said Declarant, which approval shall not be unreasonably withheld. If Declarant shall reject any application, the applicant shall be given a statement in writing as to the reason for such rejection. In the event that the Declarant fails to approve or reject such plans, including but not limited to design and location, within twenty-one (21) days after said plans and specifications have been submitted to it, or in any event, if no requests for changes are made, such approval shall be deemed granted. Said architectural plans and specifications shall be identical to those submitted to the Easton Building Department for a building permit. If there are any changes, additions or alterations of said plans and specifications, whatsoever, must be resubmitted to the Declarant for review and approval in the same method and time frame described above. No building shall be used or occupied until it has been substantially completed in accordance with said plans and specifications and a certificate of occupancy has been obtained. The construction of said building shall be completed within a reasonable time.

2. All rules and regulations under the zoning ordinances of the Town of Easton, applicable to the Premises, shall be observed and complied with; and shall govern in the event of any conflict or inconsistency therewith of any of the conditions and restrictions stipulated in this Declaration.

3. Each Lot is sold to a purchaser ("Purchaser") by the Declarant in its "as is" condition on the date of the contract for sale, unless there is an agreement to the contrary in writing. The Declarant makes no representation as to:

(a) Soils, composition thereof, or any topographic or physical characteristics of any Lot.

(b) The quantity or characteristics of any material in any road, or driveway or elsewhere on a Lot.

(c) The accuracy of location of any staking, and recommends that a Purchaser of a Lot employ a surveyor to stake out any proposed house prior to construction.

The Declarant discloses that a Lot may contain land which may be regulated, controlled or restricted by Regulations of the State of Connecticut, as amended from time to time.

4. The Lots shall be used and occupied for residential purposes only, and any Lot conveyed by the Declarant to a Purchaser is conveyed as a single residence site, and may not be divided or subdivided without Declarant's approval.

5. If, during construction, the Declarant believes a building line violation may exist, it may require the Purchaser of the Lot to stop work until the Purchaser has furnished a location survey certified by a licensed surveyor establishing that no violation exists.

6. Any driveway construction or improvement after the date of the contract to sell a Lot shall be solely the responsibility of the Purchaser, unless there is a written agreement to the contrary. Each Purchaser shall locate, construct, grade and maintain his driveway so as not to interfere with existing drainage

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installations. No grade of any common or public road or curb or of any gutter immediately adjoining same shall be altered by the Purchaser. Nor shall the Purchaser grade a Lot, driveway or accessway so as to cause any water to run off onto a common or public road.

7. No poultry or domestic animals except a total of two dogs or cats (not two dogs and two cats) may be kept or maintained on a Lot, and they shall be quartered within the family dwelling at night.

8. No refuse, material or litter of any kind shall be stored or be permitted to remain on a Lot or the Premises at any time except while a building is under construction unless written permission is given by the Declarant under extraordinary circumstances.

9. The following additional building restrictions shall apply:

(a) Garages and Other Detached Structures:

(1) Design and detailing shall be residential in character and in the same style as the main house. Plans for such structure(s) shall be submitted and governed as specified in Paragraph 1 above.

(2) Must provide space for no less than three (3) automobiles side by side.

(3) Door height may not exceed 8' 3" unless Declarant's written approval is obtained.

(b) Foundations:

No bare concrete foundation or footing may be left exposed more than 12 inches above grade. All such surfaces shall be faced with stone, brick, earthtone stucco or other material as may be approved by Declarant.

(c) Plumbing Vents, Fans, Miscellaneous Stacks, Sky Lights or Solar Collector Panels:

No mechanical roof protrusion of any kind is permitted which may be visible from the front elevation.

(d) Air Conditioning Equipment:

Compressors for central air conditioning systems and window air conditioners shall not be visible from the front elevation.

(e) Driveways:

Shall be constructed with processed traprock, asphalt, cobblestone or brick pavers. Any other material must be approved by Declarant.

(f) Utility Connections and Meter Boxes:

All such connections shall not be mounted where they will be visible from the front elevation.

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(g) Fences and Walls:

No fence or wall shall be erected on the premises except (1) a stone wall; (2) a fence or wall as shall be required by regulation of the Town in which the lot is situated, such as an enclosure for a swimming pool or for a tennis court; and (3) any other wall which is constructed of stone (4) a fence to enclose the backyard so as to keep wild animals out and to keep pets inside and (5) a fence to enclose any gardens provided it is not in the front of the house. The material to be used for any fence shall be compatible with the design and the materials used in the construction of the house and must be approved by Declarant.

(h) Pool and Tennis Court:

A pool or a tennis court must have its site approved by Declarant. By use of sufficient plantings and non-deciduous vegetation, a pool or tennis court shall not be visible from the road and shall not be in the front yard. Above-ground swimming pools shall not be permitted.

(i) Walkways:

All walkways shall be stone, flagstone, Belgian block or brick. Any alternative material must be approved by Declarant..

(j) Property Maintenance:

(1) Except for site development purposes by the Declarent, no lot shall be used as a dumping site for rubbish, garbage, trash or excavated material. Wood must be neatly stacked.

The burning or burying of rubbish, garbage, trash or the lot is prohibited. All such substance shall be stored in closed containers not visible from the road, driveway or any other home. Such substances must be removed from the premises not less often than once a week.

(2) No laundry or wash of any kind shall be hung outdoors on a clothesline of any style or invention which may be visible from the road, driveway or any other home.

(3) During construction period, no materials shall be piled outdoors but shall be stored in containers. All site grading shall be completed within 20 working days from commencement. Framing shall be completed as expeditiously as possible.

(k) All trees with a trunk diameter of 8" or greater below grade shall be welled with rock or stone,.

Planting of high proliferation varieties of vegetation is not permitted to protect the existing ecology.

(l) Outside Storage:

No lot shall be used for the out-of-doors storage of any of the following: house trailers; camping trailers including boat trailers, self-contained camping vehicles; commercial vehicles of any type whatsoever, whether registered or not; junked motor vehicles of any type; aluminum sheds; boats; non-registered automobiles; motorcycles, motorbikes, minibikes, snowmobiles, ATVs or similar vehicles; mobile homes; tractors; buses; vehicles with advertising

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displays; above-grade propane tanks.

(m) Antennae:

No satellite "dish" transmission receiver, solar collector or other communication antennae greater than 24" in diameter is to be installed except as otherwise may be approved by Declarant.

(n) Signs:

No sign of any kind other than a name and/or number on a mailbox shall be displayed to the public view on any lot or dwelling, other than a sign advertising the premises for sale.

(o) Excavation:

No rock, gravel, clay or other material shall be excavated or removed from any lot for commercial purposes other than by Declarant, except as may be necessary with respect to approved construction on said lot.

(p) Odors:

No lot owner shall permit any noxious or offensive activity or odors to be conducted or permitted upon any lot.

(q) Chimneys:

All chimneys are to be constructed of stone, brick or stucco. When brick chimneys are used, they will be tastefully or creatively detailed.

(r) Loam and Seeding:

At least 4" of loam shall be used to cover any disturbed area existing on any lot. Disturbed areas shall be dressed and seeded as quickly as possible upon completion of that phase of work or sooner as required to prevent soil erosion.

(s) Deadline for Completion:

All construction including driveways, fine grading and seeding of all disturbed areas shall be completed not later than eighteen (18) months from the date construction begins.

10. In all subsequent sales made by Purchasers of Lots, whether or not they may have constructed houses on them, the successive purchasers shall be subject to the terms and conditions of this Declaration. In the event the Declarant builds a house on a Lot for the purpose of selling the Lot and house together, the terms and conditions of this Declaration shall apply and the Purchaser shall be subject to them.

11. As long as the Declarant has any interest in any street, road or passway of said premises, no Purchaser of a Lot shall disturb the pavement by cutting, breaking or otherwise, without the Declarant's written consent. Any road shoulder or off road drainage required to be repaired because of damage by a Purchaser shall be done by the Declarant at the sole expense of the Purchaser responsible for such damage. A Purchaser shall not allow bulldozers and other crawler and cleated machines

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engaged directly or indirectly by him to unload or travel on any finished common or public road or curb or on any grass or finished graded area or finished gutter or on any property of another.

12. Incident to the land development activities of the Declarant, there may be road construction, pond creation work, drilling of wells, removal of earth materials and other related operations in the vicinity of any Lot sold. The Declarant agrees to conduct these activities in such a way as to create a minimum disturbance and disruption to others. Each Purchaser of a Lot hereby consents to the performance of these activities by the Declarant. All lot sales shall be subject to notes, conditions, building lines, easements and slope rights as shown on the map referenced to in Schedule A.

13. The foregoing covenants, conditions, reservations and restrictions shall terminate on January 1, 2043 and thereafter be of no further force and effect, except that the same may be extended or amended at any time by an instrument in writing executed by six (6) of the then owners of record not including the Declarant of all the Lots within the Premises and recorded on the Land Records of the Town of Easton.

14. Enforcement of the foregoing covenants, conditions and reservations and restrictions shall be by proceedings at law or in equity, against any person or persons violating or attempting to violate the same, to restrain violation and/or to recover damages. The owners of record of any Lot shall be deemed parties in interest with the right, but not the duty, to seek such enforcement. The Declarant, its representatives and assigns, shall also have the right, but not the duty, to seek such enforcement. Failure by the owners of record of any Lot or by the Declarant, its representatives and assigns, to seek such enforcement shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

15. By purchase of any Lot, piece or portion of the Premises, the Purchaser, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to be subject to the terms and conditions of this Declaration.

16. For purposes of undertaking the stipulations covered by this Declaration, the term "Declarant" shall include any individual, firm, corporation, trust or other person who or which may succeed to all or substantially all of the then existing assets and properties of the Declarant by sale, exchange, merger, consolidation, dissolution, liquidation or by similar or equivalent transaction. The term "Purchaser" shall include "Purchasers" and the stipulations of this Declaration shall be binding upon the heirs, administrators, executors, successors, and assigns of both the Declarant and the Purchaser. Where the words "Premises", "Lot" or "Lots" appear, it is understood that they refer to the land hereinabove described and any division, subdivision, re-subdivision or portion thereof.

17. In the event that any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared to be null and void for any reason by a court of competent jurisdiction, all of the remaining covenants, conditions, reservations and restrictions not expressly held to be null and void shall continue unimpaired and in full force and effect.

18. Due to the possibility that errors or omissions have been made in the preparation of the Declaration, and due to the possibility that certain provisions may prove to be unsatisfactory or unwieldy in operation, the Declarant

Declaration of Restrictions and Covenants

reserves the right to modify and/or amend this Declaration or any part thereof at any time upon approval of at least six (6) lot owners; no more than four (4) who are not the Declarant.

19. Unless otherwise herein provided, the Declarant shall have the right to assign any or all of its rights under this Declaration at any time.

20. Subordination. No breach of any of the conditions contained in this declaration or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot in the subdivision, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of November , 2013.

ADIRONDACK ESTATES, LLC

By MICHAEL ROSNICK, Manager

Peggy A. DeFeo

James E. Butler

STATE OF CONNECTICUT

ss: Easton

COUNTY OF FAIRFIELD

Personally appeared MICHAEL ROSNICK, Manager, ADIRONDACK ESTATES, LLC, signer and sealer of the foregoing, and acknowledged the same to be his free act and deed, before me, on November 19, 2013.

Commissioner of the Superior Court
Notary Public JAMES E. BUTLER

Declaration of Restrictions and Covenants

SCHEDULE A

All THAT certain piece, parcel, or tract of land together with the buildings and improvements thereon, situated in the Town of Easton, County of Fairfield, and State of Connecticut, shown and designated as Lots 1-10 on a certain Map entitled, "'ADIRONDACK ESTATES' Subdivision Plan Prepared for Harold Rosnick, Trustee and Michael Rosnick, Trustee, Easton, Connecticut, December 7, 2004, Last Revised June 20, 2012, Scale '1"=100', certified substantially correct Ochman Associates, Inc. Engineers and Surveyors, Easton, Connecticut which map is on file in the office of the Town Clerk of Easton as Map No. 1744, reference to said map being hereby made for a more particular description of said lot.

Warranties

A. In CT there is a statutory one-year warranty with all new home construction.
B. Additionally, there are items like roof, appliances, hot water heater, etc. that have much longer warranties.
C. Sometimes a builder uses a third – party warranty company for other components of the house.
D. At the time of closing, you should receive all warranty information.

Basement Water

(b) Seller and Contractor further guarantees for a period of **one (1) year** from the date of the issuance of the Certificate of Occupancy, that the basement of the dwelling will remain free from any measurable accumulation of water caused by seepage from the foundation. In the event of the occurrence of a water condition, after the issuance of a Certificate of Occupancy, the Seller and Contractor agrees to take any steps at Seller's/Contractor's sole cost and expense which are necessary to remedy said condition, including the use of mechanical devices. In the event of the installation of any sump pump, however, the pump will be located in such a manner as to minimize the adverse affect on the use of the cellar for living space. The foregoing, in no event, will subject the Seller and Contractor to any claim for consequential damages and shall not apply to a water condition arising out of extraordinary rainfall, condensation, hurricanes, tornadoes, flash floods or other acts of God.

Contract Warranty Language

18. Warranties.

(a) The Seller and Contractor makes the applicable warranties contained in Section 47-118 and Section 47-121 of the Connecticut General Statutes, the provisions of which are incorporated herein by reference. **ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER ARE HEREBY DISCLAIMED EXCEPT AS EXPRESSLY STATED HEREIN**. The provisions of this paragraph (including **SCHEDULE "C"**, attached hereto), which constitute the only warranties given by the Seller, are accepted by the Buyer in lieu of any and all other express, implied or statutory warranties. The Seller's warranties are limited to the condition of the Premises on the date of Closing. Further, Buyer agrees that the presence of the below listed conditions subsequent to the closing shall not constitute a breach of any warranty of Seller: **(i)** minor nail pops and nail sinks; **(ii)** minor doors sticking due to weather conditions;

(iii) readjustment of bifold doors; **(iv)** minor separations between vinyl tiles on floors resulting from normal shrinkage and settlement; **(v)** minor separations between cabinet bases and floor resulting from normal settlement and shrinkage; **(vi)** normal heating and plumbing noises not the result of defective workmanship or materials; **(vii)** loss of trees, shrubs, bushes, ground cover, grass and other landscape improvements; **(viii)** damage resulting from casualty; **(ix)** normal shrinkage, settlement, cracks and/or drying out of materials; **(x)** damage resulting from labor, services, or materials furnished by Buyer during initial construction and/or thereafter, and/or repair, neglect, abuse, or misuse by the Buyer, his guests, agents or employees; **(xi)** door warping within normal limits, **(xii)** settlement or cracking of driveway pavement, or the land lying thereunder, due to weather conditions; provided, however, the Seller and Contractor agree to return one (1) time in the year after closing to use reasonable efforts to correct such minor and normal settling, separations, etc. listed in this Section 19(a).

(b) Seller and Contractor further guarantees for a period of **one (1) year** from the date of the issuance of the Certificate of Occupancy, that the basement of the dwelling will remain free from any measurable accumulation of water caused by seepage from the foundation. In the event of the occurrence of a water condition, after the issuance of a Certificate of Occupancy, the Seller and Contractor agrees to take any steps which are necessary to remedy said condition, including the use of mechanical devices. In the event of the installation of any sump pump, however, the pump will be located in such a manner as to minimize the adverse affect on the use of the cellar for living space. The foregoing, in no event, will subject the Seller and Contractor to any claim for consequential damages and shall not apply to a water condition arising out of extraordinary rainfall, condensation, hurricanes, tornadoes, flash floods or other acts of God.

(c) All appliances and fixtures or other manufactured items are covered exclusively by such warranties as are furnished by the manufacturer(s) thereof, and only to the extent thereof, but the Buyer shall be provided with the assignment of and benefit of all warranties and guarantees with the option to purchase extended warranties. Seller and Contractor specifically does not guarantee defects or damage due to normal or natural wear and tear, or due to any act or neglect of the Buyer.

(d) ~~If any item of work as set forth in the punchlist is incomplete on the scheduled Closing date, so long as the Certificate of Occupancy has been issued and the improvements are substantially complete (as defined in the Buyer's Rider), the Buyer, nevertheless, agrees to close title to the Premises and accept a letter from the Seller and Contractor to complete such times as are incomplete within a reasonable time without the creation of any escrow fund or account in accordance with Section 16.~~

(e) The Seller and Contractor agrees to deliver to the Buyer at the time of the Closing all guarantees and warranties given to the Seller and Contractor by manufacturers and other parties who furnished services, materials, appliances or equipment to the Premises.

(f) Any and all warranties or guaranties contained herein are personal to the Buyer herein and may not be assigned in any manner whatsoever to successors in title or interest to the Buyer.

(g) The "Statement of Nonwarrantable Conditions" annexed hereto is made a part hereof as **Schedule "C"**, but shall not modify or limit in any manner the warranties provided by Seller and Contractor in this Section 19.

Statement of Non-Warrantable Conditions (From Seller's Attorney)

SCHEDULE "C"

STATEMENT OF NONWARRANTABLE CONDITIONS

This statement of conditions that are not subject to the Contractor's warranties explains some of the changes and need for maintenance that may occur in' a new home over the first year or so of occupancy. A home requires more maintenance and care than most products because it is made of many different components, each with its own special characteristics.

The Buyer understands that like other products made by humans, a house is not perfect. It will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

As described in the limited warranty provided to the Buyer of which this statement of "Nonwarrantable Conditions" is made a part, the Seller will correct certain defects that arise during defined time periods after construction is completed. Other items that are not covered by the Seller's warranty may be covered by manufacturers' warranties.

Some conditions, including (but not limited to) those listed in this statement of nonwarrantable conditions, are not covered under the builder's warranties. The Buyer should read these carefully and understand that the Buyer has not contracted for the builder to correct certain types of problems that may occur in the Buyer's new house. These guidelines will alert the Buyer to certain types of maintenance (a) that are the responsibility of the Buyer and (b) that could lead to problems if they are neglected.

The following list outlines some of the conditions that are not warranted by the Seller. The Buyer should be sure to understand this list. If the Buyer has any questions, the buyer should ask the Seller.

1. **Concrete.**

   Concrete foundations, walks, drives, and patios can develop hairline cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of expansion and contraction. No method of eliminating these cracks exists. This condition does not affect the strength of the building.

2. **Masonry and Mortar.**

   Masonry and mortar can develop cracks from shrinkage of either the mortar or the brick. This condition is normal and should not be considered a defect.

3. **Wood.**

   Wood will sometimes check, crack, or "spread apart" because of the drying out process. This condition is most often caused by the heat inside the house of the exposure to the sun on the outside of the house. This condition is considered normal, and the homeowner

Statement of Non-Warrantable Conditions (From Seller's Attorney)

is responsible for any maintenance or repairs resulting from it.

4. **Sheetrock or Drywall.**

Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops and settlement cracks are a normal part of the drying out process. These items can easily be handled by the homeowner with spackling during normal redecorating.

5. **Floor Squeaks.**

We take time and care in floor installation. However, after extensive research and writing on the subject, technical experts have concluded that much has been tried but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather.

6. **Floors.**

Floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood or tile, and stains should be cleaned from carpets, wood, or tile immediately to prevent discoloration. Carpet has a tendency to loosen in damp weather and will stretch tight again in dryer weather.

7. **Caulking.**

Exterior caulking and interior caulking in bathtubs, shower stalls, and ceramic tile surfaces will crack or bleed somewhat in the months after installation. These conditions are normal and should not be considered a problem. Maintenance or repairs resulting from them are the homeowner's responsibility.

8. **Brick Discoloration.**

Most bricks may discolor because of the elements, rain runoff, weathering, or bleaching.

9. **Broken Glass.**

Any broken glass or mirrors that are not noted by the Buyer on the final inspection form are the responsibility of the Buyer.

10. **Frozen Pipes.**

The Buyer must take precautions to prevent freezing of pipes and sillcocks during cold weather, such as removing outside hoses from sillcocks, leaving faucets with a slight drip, and turning off the water system if the house is to be left for extended periods during cold weather.

Statement of Non-Warrantable Conditions (From Seller's Attorney)

11. **Stained Wood.**

All items that are stained will normally have a variation of colors because of the different texture of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These normal conditions should not be considered defects.

12. **Paint.**

Good quality paint will be used internally and externally on this home. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than the paint. To avoid problems with the paint, buyers should avoid allowing lawn sprinklers to hit painted areas, washing down painted areas, and so on. Buyers should also not scrub latex-painted, inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted at final inspection are the responsibility of the Buyer.

13. **Cosmetic Items.**

The Buyer has not contracted with the Seller to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in the home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, and the like that are not recognized and noted by the buyer at the final inspection are nonwarrantable conditions, and the upkeep of any cosmetic aspect of the home are the Buyer's responsibility.

14. **Exterior Brick.**

After intense rain it is possible that exterior fire place brick will absorb so much moisture that some seepage of water will appear in the basement.

15. **Windows and Doors with Glass.**

All windows and exterior doors (which have some glass) may leak under wind conditions described in the manufactures' warranty.

16. **Plumbing.**

If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign materials in the line caused by the Buyer, the Buyer will be billed for the call.

17. **Alterations to Grading.**

The Buyer's lot will be graded to ensure proper drainage away from the home. Should the buyer wish to change the drainage pattern because of the landscaping, installation of patio or service walks, or other reasons, the Buyer should be sure a proper drainage slope is retained. The Seller assumes no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.

Get The Home Inspected

A. Even though most municipalities require new homes to pass permit inspections you should still recommend a home inspection.

B. I write in the offer that the builder agrees to repair code compliance issues, but the buyer would not have the option to walk away from the deal.

Building Inspection Punch list items

Report Commentary

PILLAR POST HOME INSPECTIONS

Date:

This summary is not the entire report. The complete report may include additional information of concern to the client. It is recommended that the client read the entire report.

1.0 PROPERTY AND SITE

1.1 Building

The subject is an attractive circa 2017 colonial style home.

1.2 Intentionally Omitted).

1.3 Handrail

Recommend hand and guardrail installation at the rear entry steps and landing for enhanced safety. (Req'd above 3 steps or 30" height) * on the left hand side.

1.4 Deck / Patio

Noted the following deck construction concerns that should be evaluated and repaired by a carpenter: (i) the rear exit deck was fastened to the building without the benefit of properly installed ledger flashing. As a result, the substrate behind the ledger board may rot from water seepage, resulting in deck detachment from the home; (ii) recommend flashing installation over exposed wood beam members to avoid wood deterioration/rot due to weather exposure; and (iii) install missing post-to-beam connector brackets for enhanced structural stability.

2.0 ROOF STRUCTURE

2.1 Chimney Crown / Cap

Recommend installation of a single, full size stainless steel or masonry chimney cap to prevent water and animal intrusion, and to prevent flue / crown deterioration caused by exposure to the elements. A properly sized chimney cap should completely cover and shed water off the top of the chimney.

3.0 BASEMENT / STRUCTURE

3.1 Radon-in-Air Sampling / System

A Sun Nuclear computerized continuous radon monitor was placed for a minimum 48 hour exposure and measurement period. The device was retrieved and read on-site at the conclusion of the test period. The result of the test was 1.0 pCi/L

A report will be e-mailed to you and your Realtor that will include an hourly radon-in-air concentration graph. The abbreviation pCi/L means picoCurie per liter of air, the most commonly used method of expressing radon-in-air concentrations. The United States Environmental Protection Agency and the Centers for Disease Control have used a continuous exposure of 4.0 pCi/L for the cut-off level at which remedial actions are indicated.

New Construction Addendum to Contract (From Buyer's Attorney)

NEW CONSTRUCTION ADDENDUM TO CONTRACT

1. The Seller represents that, at the time of closing of title, there shall exist no violations of governmental (including zoning and planning) rules, regulations or limitations, unless same have become legally non-conforming, and no violations of any restrictive covenant, agreement or condition subject to which the title is to be conveyed in accord with the terms hereof.

2. Notwithstanding anything within this Contract with respect to the postponement of the closing date, the parties agree that no postponement will be allowed if such postponement would result in a change in the Buyer's mortgage commitment, including interest rate, or would result in the expiration of the commitment. If through no fault of Buyer, title to the premises does not close prior to the expiration of the mortgage commitment obtained by the Buyer, and the Buyer's mortgagee refuses to extend said commitment on the same terms and conditions upon which it was issued, the Buyer shall have the option to terminate this contract by written notice to the Seller or Seller's attorney. If Buyer shall make the aforesaid election, then this Contract shall be null and void and all sums paid hereunder shall be refunded to Buyer.

3. Should Buyer's mortgage lender so require, the parties agree that the place of closing shall be changed to mortgage lender's office or the office of the lender's attorney.

4. If Seller is unable to attend the closing of title, the Seller does hereby authorize the Seller's attorney/representative to receive the funds due Seller hereunder.

5. Seller represents that no utilities cross the property of an adjoining owner in serving the subject premises, except as specifically set forth in this agreement, and that no utility lines cross the subject premises and serve property of an adjoining owner, unless specifically also set forth herein.

6. The Seller represents that the Seller has no knowledge and has not been notified, within the last six months, of any zoning or other municipal hearing affecting the subject premises and agrees to immediately notify the Buyer or his attorney of any such notification received between the date of the execution of this Contract and the closing of title.

7. The Seller represents that the property is not located in a special flood area or flood zone, as designated by the Department of Housing and Urban Development, nor is it located in a flood plain zone, flood district or similar zone, as established by the local zoning ordinances, nor is the property located in a wetlands area established by applicable local regulations. The Seller further represents that the ownership of the premises does not require membership in any property owner's association.

8. The Seller agrees not to voluntarily further encumber the premises prior to the closing.

9. Seller represents that said property fronts on and has access to a street which is

New Construction Addendum to Contract (From Buyer's Attorney)

accepted by the municipality, and is maintained by said municipality.

10. The parties agree that any deposit paid in conjunction with this transaction shall be held in escrow by the Seller's attorney until all contingencies contained in the contract and this addendum have been satisfied.

11. The Seller represents that the premises and/or any portion of the premises is not registered with any Department of Environmental Protection as a disposal or storage site for any toxic or hazardous materials, that there has been no administrative, judicial or other type of a determination that any discharge, spillage, loss, seepage or filtration of hazardous waste, oil, petroleum, chemicals in liquid, solid, or gaseous form within the meaning of Public Act No. 85-443, has occurred at the premises and that the premises are not in violation of any regulation dealing with or concerning air quality, nose levels, toxic or hazardous materials management and/or water compliance. Finally, the Seller represents that during the Seller's period of ownership of the subject premises, no leaking problem in connection with any underground fuel oil tank, if any, has been experienced. The provisions of this paragraph shall survive closing and delivery of the deed hereunder.

12. Performance by the Buyer pursuant to the terms of this agreement is contingent upon a title search with results satisfactory to the Buyer, including, without limitation, a determination by the Buyer that any easements, covenants and restrictions which affect the premises are satisfactory to the Buyer. This contingency shall lapse ten days after the Buyer's attorney receives a fully executed sales contract from the Seller's attorney.

13. The Seller represents in order to induce the Buyer to enter into this Contract, notwithstanding anything else set forth in said Contract, that: All work on said dwelling and premises to date has been done in a good and workmanlike manner and that all materials and supplies used in and upon said building, appurtenances, and premises to date were new and of good and merchantable quality and that all work to be done from the date hereof will be done in a good and workmanlike manner and that all materials and supplies used in and upon said building, appurtenances, and premises from the date hereof will be new and of good and merchantable quality.

14. The interior and exterior of the premises will be fully completed at the time of closing.

15. All appliances which are included in this sale will be new and in proper operating condition at the time of closing and the Seller agrees to deliver to the Buyer at the time of closing all manufacturers' guarantees and warranties for said appliances.

16. The Seller represents that there are no leased fixtures on the premises.

17. The sewage disposal system, the electrical system, the plumbing and heating systems and all other systems included and installed in said dwelling have been installed in accordance with the minimum requirements of the Code of the State of Connecticut and will be in proper operating condition at the time of closing and will be suitable for reasonable domestic use.

New Construction Addendum to Contract (From Buyer's Attorney)

18. The Seller represents that insofar as he has any knowledge any existing septic system and/or well or an associated water system is located entirely upon the property being sold.

19. Unless the premises are served by public sanitary sewer, the Seller represents that same are served by a septic tank and leaching fields located entirely within the premises' lot lines, that said tank and fields serve no other premises. Unless the premises are served by public water supply, the Seller further represents that the premises are supplied by an artesian well and pipes located entirely within the premises' lot lines, and that said well and pipes serve no other premises and that the well produces sufficient clear, potable water for normal domestic use.

20. The Seller warrants and guarantees said building, appurtenances, and premises against defects in workmanship and materials arising out of the performance of this Contract and the construction of said dwelling including interior and exterior work for a period of one (1) year from the date of the closing of title. Such guarantee shall not, however, be interpreted to extend to "nail pops" or settlement cracks caused by normal settlement of shrinkage or paint touch up required by same, nor shall such guarantee extend to work performed to an allowance or by suppliers or subcontractors other than those used or recommended by Seller.

21. The Seller agrees to deliver said dwelling in a "broom clean" condition at the time of closing and shall remove from said premises all construction debris.

22. All representations contained herein shall survive the closing of title.

23. Nothing contained in the within Schedule, nor in the body of the Contract of Sale, to which this Rider is attached, shall limit or modify Sections 47-116 to 47-121 relating to new home warranties.

24. Seller agrees to deliver to Buyer at the time of closing a Certificate of Occupancy and an Absolute Waiver of Mechanics Liens.

25. All disturbed areas are to be finish graded and seeded.

26. The Buyer shall have the right to make a final inspection of the premises prior to closing of title.

27. Seller agrees to provide Buyer with a survey of the premises being conveyed herein and will execute an Affidavit up-dating said survey or plot plan stating that no changes have been made to said premises as shown.

28. Seller represents that, at the signing of this Contract, Seller is record owner in fee simple of the premises being conveyed herein.

29. All sums deposited hereunder, together with reasonable fees for the examination of title, are hereby made liens upon said property and premises, but such liens shall not continue after a default by Buyer.

30. If the provisions of this Addendum conflict in any way with the Contract, the terms of this Addendum shall prevail.

Contract to Purchase

Hopefully the buyer's attorney is a real estate attorney who has experience with new construction. The new construction purchase contract has all the same things you find in a resale contract plus the following:

CT Department Consumer Requirements for New Home Construction Contracts

New Home Construction Registration Notice

NEW HOME CONSTRUCTION CONTRACTOR REGISTRATION NOTICE

NAME OF BUILDER

NEW HOME CONSTRUCTION CONTRACTOR REGISTRATION NOTICE

A CERTIFICATE OF REGISTRATION AS A NEW HOME CONSTRUCTION CONTRACTOR DOES NOT REPRESENT IN ANY MANNER THAT THE CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION ENDORSES THE QUALITY OF THE CONTRACTOR'S NEW HOME CONSTRUCTION WORK OR THE CONTRACTOR'S COMPETENCY TO ENGAGE IN NEW HOME CONSTRUCTION.

ACCORDINGLY, YOU ARE ADVISED TO:

(1) REQUEST FROM THE CONTRACTOR A LIST OF CONSUMERS OF THE LAST TWELVE NEW HOMES CONSTRUCTED TO COMPLETION BY THE CONTRACTOR DURING THE PREVIOUS TWENTY-FOUR MONTHS, OR IF THE CONTRACTOR HAS NOT CONSTRUCTED AT LEAST TWELVE NEW HOMES TO COMPLETION DURING THE PREVIOUS TWENTY-FOUR MONTHS, THEN A LIST OF ALL CONSUMERS FOR WHOM THE CONTRACTOR HAS CONSTRUCTED A NEW HOME TO COMPLETION DURING THE PREVIOUS TWENTY-FOUR MONTHS,

(2) CONTACT SEVERAL INDIVIDUALS ON THE LIST TO DISCUSS THE QUALITY AND THE TIMELINESS OF THE CONTRACTOR'S NEW HOME CONSTRUCTION WORK, AND

(3) CONTACT THE DEPARTMENT OF CONSUMER PROTECTION TO VERIFY THE REGISTRATION INFORMATION PRESENTED BY THE CONTRACTOR AND TO ASCERTAIN THE CONTRACTOR'S COMPLAINT HISTORY WITH THE DEPARTMENT.

IN ADDITION, YOU ARE ADVISED TO DISCUSS WITH THE NEW HOME CONSTRUCTION CONTRACTOR:

(1) WHETHER THE CONTRACTOR HAS A CUSTOMER SERVICE POLICY AND IF SO, THE IDENTITY OF THE PERSON DESIGNATED TO ASSIST YOU IN RESOLVING ANY COMPLAINT ABOUT THE CONTRACTOR'S WORK,

(2) WHETHER THE CONTRACTOR WILL HOLD YOU HARMLESS FOR WORK PERFORMED BY ANY SUBCONTRACTOR HIRED BY THE CONTRACTOR, AND

(3) THE INSTALLATION OF AN AUTOMATIC FIRE EXTINGUISHING SYSTEM.

THIS NOTICE DOES NOT CONTAIN AN EXHAUSTIVE LIST OF THE INQUIRIES YOU SHOULD MAKE BEFORE CONTRACTING WITH A NEW HOME CONSTRUCTION CONTRACTOR. ADDITIONAL INFORMATION TO ASSIST YOU IN YOUR SELECTION OF A NEW HOME CONSTRUCTION CONTRACTOR MAY BE OBTAINED BY CONTACTING THE CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION.

ACKNOWLEDGED AND RECEIVED THIS _____ DAY OF _____ **BUYER:_____**

A copy of the Contractor's New Home Construction License – not just the license number but actual copy of the license – is to be attached to the contract.

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

LLM CUSTOM BUILDERS LLC

2 MOREHOUSE RD

EASTON, CT 06612

is certified by the Department of Consumer Protection as a registered

NEW HOME CONSTRUCTION CONTRACTOR

Registration # NHC.0010797

QUI TRANSTULIT SUSTINET

Effective: 10/03/2011

Expiration: 09/30/2013

William M. Rubenstein, Commissioner

CERTIFICATE

- The following statement must be included in the contract:

The Buyer acknowledges that Buyer may be contacted by future customers of the Contractor regarding the timeliness and quality of the Contractor's work, unless the Buyer indicates in writing at the time of execution of this contract that Buyer prefers not to be contacted.

- The following statement must be included in the contract:

The Buyer acknowledges that Buyer may be contacted by future customers of the Contractor regarding the timeliness and quality of the Contractor's work, unless the Buyer indicates in writing at the time of execution of this contract that Buyer prefers not to be contacted.

DCP – New Construction Website Link

•This is the link to the website. In addition to allowing you to look up, and verify, a contractor's license, this website provides other helpful information and resources.

https://portal.ct.gov/DCP/Trade-Practices-Division/New-Home-Construction-Information-for-Consumers

Other Contract Additions

Contract of Sale - Schedule A - I

Schedule A - Legal Description

Schedule B - Seller and Contractor

Schedule C - Declaration of Restrictions and Covenants

Schedule D - Plans

Schedule E - General Specifications

Schedule F - Statement or Non- Warrantable Conditions

Schedule G - Allowances

Schedule H - General Indemnity : First American Title Insurance Company Waiver of Mechanic's Liens, General Contractor's Affidavit and Indemnity Agreement, Owner's Affidavit and Indemnity Agreement

Schedule I - Buyer's Attorney New Construction Addendum to the Contract

New Construction Deposit

A. Varies by the customs of the different counties throughout CT and by the builder or developmental project.

B. At contract signing time most builders would like to have their full financing down payment if it is less than 10%. If the down payment is greater than 10%, they require 10%.

C. If changes are made during construction especially with upgrades many times the builder will require 50% or greater of the upgrade cost paid at the time the change has been ordered.

Communication

Determine who to communicate with during construction if the buyer has questions/concerns and who to communicate with after the closing for questions/concerns.

Changes Additions

All changes, additions, and/or verbal agreements need to be put in writing.

Extras

4. **Extras.** The Seller shall perform no extra work or services of any kind unless authorized in advance in writing by the Buyer. Said authorization in writing shall describe the extra work or services to be performed and shall state the agreed cost thereof. This clause, under no circumstances, shall be waived except by an instrument in writing signed by both parties, provided that facsimiles shall be deemed original documents if signed by the Buyer (or by one of the individuals constituting the Buyer). No one shall have authority to authorize any extra work or services except the Buyer. Buyer shall pay 50% of the cost of each of extra, at the time authorization is given to Seller, as a condition precedent to the furnishing thereof and the remainder at closing. Failure of the Buyer to pay for extras as set forth above shall be a material default by Buyer entitling Seller to cease the work and to terminate this Contract and to seek its remedies as provided herein.

Commission Calculation For Extras

**Must Be Spelled Out

3. Purchase Price: The **"Purchase Price"** is ONE MILLION SIX HUNDRED SEVENTY-TWO THOUSAND DOLLARS ($1,672,000.00) payable as follows:

(i) **$167,200.00** as a deposit on the signing of this Contract, the receipt of which is hereby acknowledged, subject to collection (the "Deposit"); and

(ii) **$1,504, 800.00**, plus or minus closing adjustments, extras, and additional items, at the time of closing of title and delivery of deed payable by certified check or bank draft representing immediate available funds (cash equivalent) as hereinafter provided. A bank draft is defined as a check or draft issued by a lending institution defined as a "Bank" under Federal Bank Holding Company Act. Mortgage company checks or similar holding company checks, unless certified, do not represent immediate funds and will not be accepted at the time of closing.

Commission Calculation For Extras

1. Second Floor Deck $5,600.00
2. High-Hats $14,000.00
3. Front Door $2,800.00
4. Coffer Ceiling Library $4,400.00
5. Move partition and rebuild Jack & Jill Bathroom & Plumbing $1,600.00
6. Remove Partition in Basement, and move Pocket Doors in Sophie's Room (Bathroom and Closet) $10,000.00
7. Extra Window Transoms $4,600.00
8. Belgium Block Driveway (600 lf.) $11,000.00
9. Extra Paving (3,000 sf.) $12,000.00
10. Extra Tiles $6,200.00
11. Extra Toilet Fix $10,269.59
12. Kitchen Cabinets & Vanity (Library) $80,000.00
13. (2) Piers on Wing Walls $5,400.00
14. Pizza Oven with Cook Tops $18,000.00
15. Insulation in Attic Only $3,600.00
16. Retaining Walls, Grills, & Patios $82,000.00
17. Repaint Stair Rails $3,700.00
18. Upgrade Rail Post $2,400.00
19. Floor Stain $8,250.00
20. Appliances $29,926.29
21. Extension of Lower Patio & Wall $14,270.00
22. Installation of Medicine Cabinets $600.00
23. Remove Mirrors $425.00
24. Front Door (Extra) $2,200.00
25. Granite Counters (all) $32,000.00
26. Closet Shelving (all) $27,250.00
27. Electrician (extra work) $1,400.00

TOTAL: $393,890.88

Allowance Items: $244,995.88
Masonry: $130,670.00
Changes: $18,225.00

***It must be clear in MLS, in the Sales Contract and with the Listing Agent and the Builder.**

Final Walk Thru

Find a way to mark any items that need to be addressed. Take photos and follow-up in writing with the builder, the buyer, the attorneys, and the realtors.

Escrow for Punchlist Items

16. Escrow for Punchlist Items. At Closing, Seller and Buyer shall prepare a "punch list" of items to be corrected or repaired after the Closing. Seller shall not be required to escrow for any post-closing punchlist items for any items which are less than **$250.00** to correct or repair. The parties agree that a mutually acceptable escrow agreement shall be signed at closing and money held in escrow for all punch list items which cost in excess of $250.00 to repair based on reasonable cost estimates for material and labor.

Closing Date

Closing dates sometimes are a challenge: Weather, Municipal Inspections, Contractors, Materials, Lender Timing, Certificate of Occupancy.

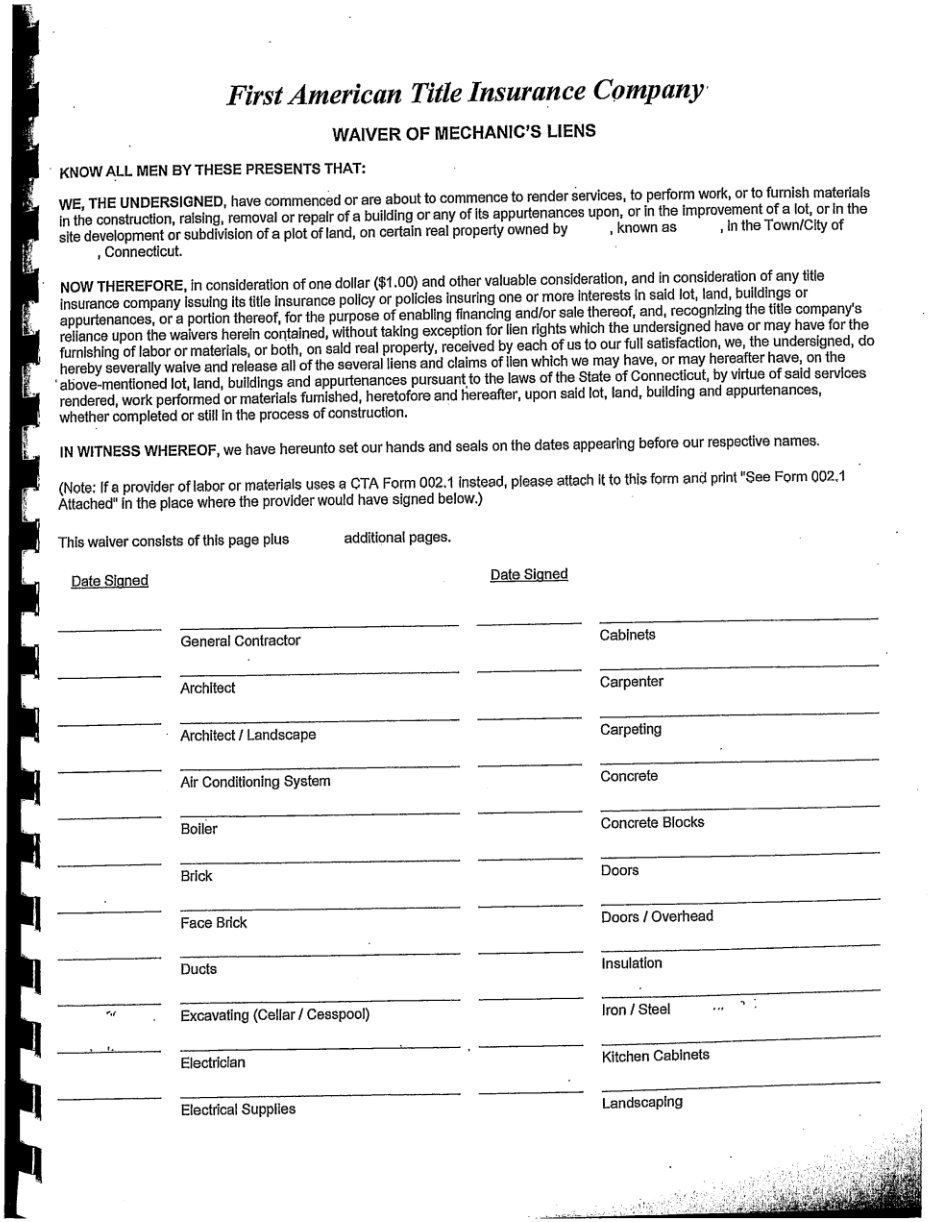
Builder Financial Strength

During the market crash many builders/developers were in financial trouble.

Researching the Builder

A. Visit other developments
B. Talk to homeowners
C. Search online for reviews, testimonials, and news

Waiver of Mechanics



First American Title Insurance Company

WAIVER OF MECHANIC'S LIENS

KNOW ALL MEN BY THESE PRESENTS THAT:

WE, THE UNDERSIGNED, have commenced or are about to commence to render services, to perform work, or to furnish materials in the construction, raising, removal or repair of a building or any of its appurtenances upon, or in the improvement of a lot, or in the site development or subdivision of a plot of land, on certain real property owned by , known as , in the Town/City of , Connecticut.

NOW THEREFORE, in consideration of one dollar ($1.00) and other valuable consideration, and in consideration of any title insurance company issuing its title insurance policy or policies insuring one or more interests in said lot, land, buildings or appurtenances, or a portion thereof, for the purpose of enabling financing and/or sale thereof, and, recognizing the title company's reliance upon the waivers herein contained, without taking exception for lien rights which the undersigned have or may have for the furnishing of labor or materials, or both, on said real property, received by each of us to our full satisfaction, we, the undersigned, do hereby severally waive and release all of the several liens and claims of lien which we may have, or may hereafter have, on the above-mentioned lot, land, buildings and appurtenances pursuant to the laws of the State of Connecticut, by virtue of said services rendered, work performed or materials furnished, heretofore and hereafter, upon said lot, land, building and appurtenances, whether completed or still in the process of construction.

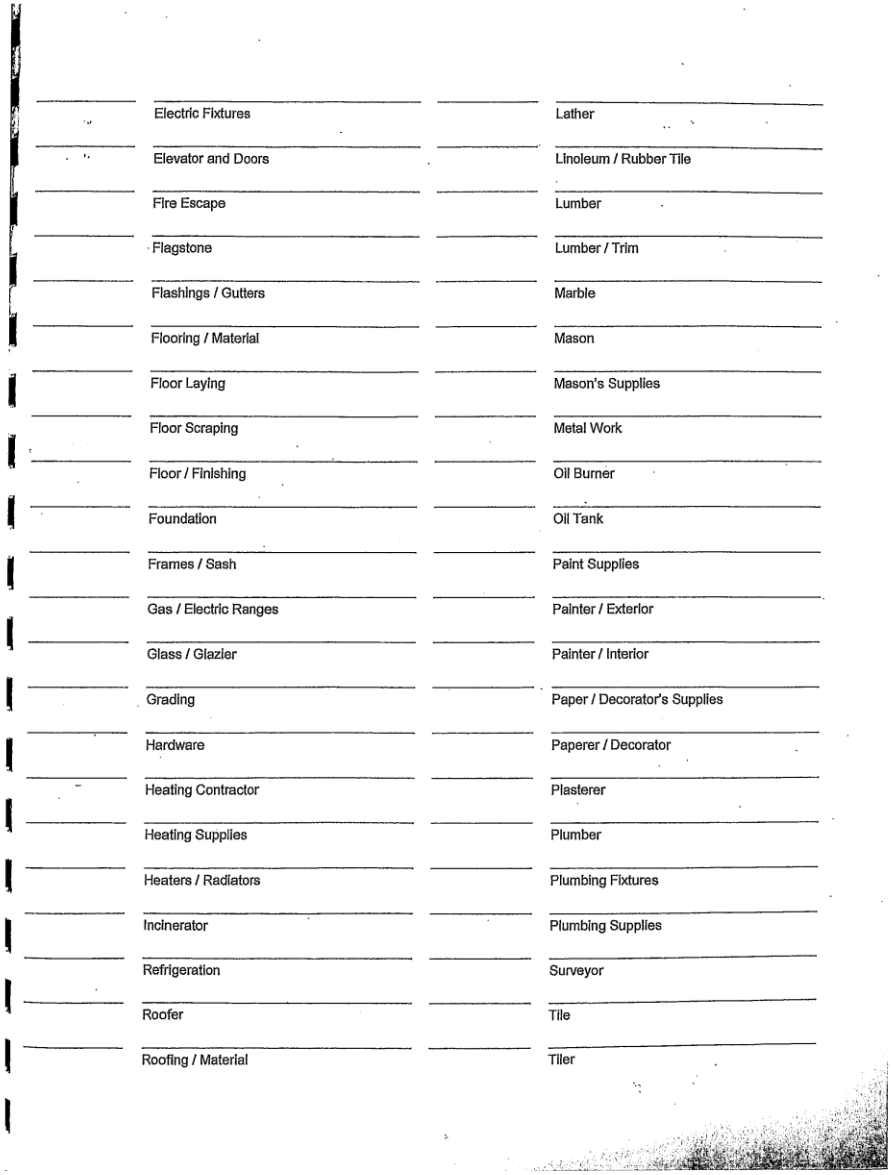
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates appearing before our respective names.

(Note: If a provider of labor or materials uses a CTA Form 002.1 instead, please attach it to this form and print "See Form 002.1 Attached" in the place where the provider would have signed below.)

This waiver consists of this page plus additional pages.

Date Signed		Date Signed	
	General Contractor		Cabinets
	Architect		Carpenter
	Architect / Landscape		Carpeting
	Air Conditioning System		Concrete
	Boiler		Concrete Blocks
	Brick		Doors
	Face Brick		Doors / Overhead
	Ducts		Insulation
	Excavating (Cellar / Cesspool)		Iron / Steel
	Electrician		Kitchen Cabinets
	Electrical Supplies		Landscaping

Waiver of Mechanics



	Electric Fixtures		Lather
	Elevator and Doors		Linoleum / Rubber Tile
	Fire Escape		Lumber
	Flagstone		Lumber / Trim
	Flashings / Gutters		Marble
	Flooring / Material		Mason
	Floor Laying		Mason's Supplies
	Floor Scraping		Metal Work
	Floor / Finishing		Oil Burner
	Foundation		Oil Tank
	Frames / Sash		Paint Supplies
	Gas / Electric Ranges		Painter / Exterior
	Glass / Glazier		Painter / Interior
	Grading		Paper / Decorator's Supplies
	Hardware		Paperer / Decorator
	Heating Contractor		Plasterer
	Heating Supplies		Plumber
	Heaters / Radiators		Plumbing Fixtures
	Incinerator		Plumbing Supplies
	Refrigeration		Surveyor
	Roofer		Tile
	Roofing / Material		Tiler

Waiver of Mechanics

_____	Sand / Gravel / Stone	_____	Tinner
_____	Screens	_____	Trimmer
_____	Septic Tank / Cesspool	_____	Vanities
_____	Shades	_____	Venetian Blinds
_____	Shingles	_____	Walks
_____	Shutters / Blinds	_____	Water Pumping System
_____	Stair Builder	_____	Weather Strips
_____	Steel Sash	_____	Well Drilling
_____	Stone / For Building	_____	Other (Specify)
_____	Stone / For Driveway	_____	Other (Specify)
_____	Stone / Ornamental	_____	Other (Specify)
_____	Storm Doors and Windows	_____	Other (Specify)

Buyers Bypassing an Agent

- Some buyers believe that if they go directly to the builder, they will reduce their home price.
- Builders do not want to lower prices as it will have an impact on future sales.
- Builders sign agreement expecting to pay commissions as it is more important that realtors know they will get paid vs saving on a few commissions.
- Many times the builder will just turn to his/her listing agent and hand over the customer and they will get paid the commission.

Selling a home that has not been started: Custom

Things that need to be addressed:

A) Does the builder or buyer have a plan that works for the budget

B) If an architect or designer is required who will pay the design fees

C) How does the lot get secured - deposit, letter of intent, MLS form

D) Once a plan, specifications, and price are agreed to then the previously discussed new home contract can be drafted and executed

Bringing a Builder a New Home Client Opportunity for a Custom Home

A) All of the same apply from the previous slide

B) You need to make sure you have a conversation with the builder about the commission you are looking to be paid, and put in place a signed commission agreement, prior to your client meeting with the builder.

New construction purchase financing for a spec home that can be delivered in 60 days:

- Everything is typically the same as if you were purchasing an existing house except the appraiser will need a copy of the house plans, the specifications, and the contract of sale.

- If the house is not completely finished the appraiser will need to come back out prior to closing to verify exactly what the contract says is being included.

New construction financing for a home that cannot be delivered for 90-360 days:

- The bank will do a preliminary appraisal from the plans and specifications, and the appraiser will need to come back out prior to closing to verify exactly what the contract says is being included.

- The bigger challenge is a builder will not typically start building a custom house without having a contingent-free contract. As we know financing can be locked in for 60 days, so the buyer has to be willing to waive their mortgage contingency and put deposit money at risk.

Representing a Builder Purchasing a Lot:

Work Backwards:

A) What price can you sell in the existing market?

B) What is the square footage of the house, the style, the level of finish--how much will it cost to build?

C) What builders fee and/or profit do they require?

D) If you know the answers to A, B, and C then you can calculate how much a builder can pay for a lot.

Representing a Builder Purchasing a Lot (Cont'd):

Other factors to consider:

A) The ideal product is something that is in the low to middle end of the market. Offering a great new home at a low to mid-market price will be very attractive. The high end spec has more risk and more reward.

B) You need to understand features such as kitchen cabinet and room colors that are current, what you need electrically for genius stations, black windows vs white windows, etc.

C) Speculative financing is still limited since the last housing crash so the builder has to self-fund or have investor and/or financing sources available.

Percolation and Pit Test Contingency

RIDER
REAL ESTATE CONTRACT
Greater Hartford Association of REALTORS®, Inc.

PERCOLATION AND PIT TEST CONTINGENCY

This Contract is contingent upon a percolation and deep pit report by a licensed engineer indicating that a structure with at least _____ bedrooms may be constructed on the Property. The report shall be completed at Buyer's expense on or before _____, _____ Seller shall provide to Buyer's engineer reasonable access to the Property in order to conduct the tests contemplated under this paragraph, but Buyer does hereby agree to indemnify and hold Seller harmless for any damage to the Property or for any personal liability resulting from such access to the property. If the report reveals that such a structure cannot be constructed on the Property, then Buyer may terminate this Contract by giving written notice to Seller within five (5) days from the above-referenced date. If Buyer terminates this Contract pursuant to this paragraph, then all sums deposited by Buyer shall be returned to Buyer, and neither party shall have any further obligation to the other under this Agreement.

_____

_____

BUYER	SELLER
_____	_____
_____	_____
Date: _____	Date: _____

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Insulation Disclosure Rider (New Homes Only)

RIDER
REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.

INSULATION DISCLOSURE RIDER (New Homes Only)

The following information concerning the insulation that will be or has been installed in the new house or dwelling unit located on the Property, is disclosed by Seller only to comply with Federal Trade Commission Regulation 460.16. None of the following information is made a part of the basis of the bargain between Seller and Buyer.

EXTERIOR WALLS will be insulated with _____ insulation to a thickness of _____ inches, which, according to the manufacturer, will yield an R-value of _____

INTERIOR WALLS will be insulated with _____ insulation to a thickness of _____ inches, which, according to the manufacturer, will yield an R-value of _____

CEILINGS will be insulated with _____ insulation to a thickness of _____ inches, which, according to the manufacturer, will yield an R-value of _____

_____ will be insulated with _____ insulation to a thickness of _____ inches, which, according to the manufacturer, will yield an R-value of _____

BUYER

_____

_____

Date: _____

SELLER

_____

_____

Date: _____

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Finder's Fee Agreement – New Construction

FINDER'S FEE AGREEMENT – NEW CONSTRUCTION

Name of Builder: _____

Address of Builder: _____

Name of Broker (firm): _____

Address of Broker: _____

This confirms that we, _____ (Broker firm name), have introduced to you, or intend to introduce to you, _____ [name of Buyer(s)], in connection with the construction of a residence. In the event that, within one (1) year of _____ [date], you and the Buyer enter into an agreement for the construction of a residence and/or of a building lot, you shall pay to Broker, in consideration for our having procured such Buyer, a service fee computed and payable as follows:

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER. THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

The service fee shall be $ _____ or _____ percent (_____ %) of the gross amount payable to you by Buyer for construction of the residence and purchase of the building lot (if the Buyer purchases such lot from you or from an affiliate of you or your company). The service fee shall be due and payable upon issuance of a temporary certificate of occupancy, or issuance of a certificate of occupancy, whichever occurs first, or:

Finder's Fee Agreement – New Construction (cont'd)

This agreement is subject to Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

YOU UNDERSTAND THAT WE ARE PROVIDING NO SERVICES TO YOU OTHER THAN INTRODUCING YOU TO THE BUYER(S). YOU RECOGNIZE THAT WE MAY REPRESENT THE BUYER(S) IN CONNECTION WITH AN AGREEMENT BETWEEN YOU AND THE BUYER(S) FOR THE PURCHASE OF AND/OR CONSTRUCTION OF A RESIDENCE ON A LOT. YOU ACKNOWLEDGE RECEIPT FROM US OF A **"REAL ESTATE DISCLOSURE NOTICE GIVEN TO UNREPRESENTED PERSONS."**

You hereby represent that the undersigned signatories are duly authorized to execute this document on behalf of the entity indicated.

In the event either party to this agreement shall commence litigation against the other party to enforce its rights under this agreement, the party prevailing in such litigation shall be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) thereby incurred.

_____ _____

Builder Date

_____ _____

Broker or Authorized Representative Date

The undersigned Buyer(s) acknowledge(s) that he/she/they have received a copy of the foregoing agreement.

_____ _____

Buyer Date

_____ _____

Buyer Date

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Attorney Approval Rider

Property Address: _____ Attorney Approval Rider page ____ of ____

RIDER
REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.

ATTORNEY APPROVAL RIDER

This Contract is contingent upon approval by Buyer's and/or Seller's attorney within _____ calendar days after the date this Contract is fully executed. Such approval will be deemed to have been given, and this contingency will be deemed satisfied, unless within said number of calendar days after this Contract is fully executed, a written statement from either such attorney is made specifying the reason for disapproval and is delivered to the other party and such party's Broker.

BUYER	SELLER
_____	_____
_____	_____
Date: _____	Date: _____

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(GHAR Form #20)

Appraisal Rider

Property Address: _____ Appraisal Rider page _____ of _____

APPRAISAL RIDER

REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.

Buyer(s): _____

Seller(s): _____

Property: _____

Buyer and Seller agree that the contract for the above-referenced Property is amended by adding the following:

CHECK APPLICABLE SECTION:

_____ (1) In the event the Buyer's mortgage lender's appraisal of the Property is an amount less than the purchase price, Buyer shall so notify Seller promptly upon becoming aware of the same, and Buyer shall provide written evidence of such appraisal as soon as possible to Seller and Seller's agent. Buyer may enter into negotiations with the Seller to amend the sales price or may terminate the contract by giving written notice thereof to the Seller's agent or attorney, provided that such notice is given on or before the Mortgage Contingency Date contained in the contract.

In the event the Buyer and Seller are unable to satisfactorily negotiate the price to a mutually agreeable amount within _____ business days of giving notice of the appraisal to Seller, (1) the contract will be deemed to be terminated, (2) Buyer's deposit monies shall be returned in full to the Buyer, and (3) Buyer and Seller shall have no further liability obligation to one another hereunder or under the contract.

Appraisal Rider (cont'd)

In the event the Buyer and Seller are unable to satisfactorily negotiate the price to a mutually agreeable amount within _____ business days of giving notice of the appraisal to Seller, (1) the contract will be deemed to be terminated, (2) Buyer's deposit monies shall be returned in full to the Buyer, and (3) Buyer and Seller shall have no further liability obligation to one another hereunder or under the contract.

____ (2) In the event there is no mortgage contingency in the contract, Buyer may obtain an appraisal of the Property performed by a licensed real estate appraiser within ____ business days of the signing of the contract. In the event that Buyer's independent appraisal of the Property is an amount less than the purchase price, Buyer shall so notify Seller promptly upon becoming aware of the same and Buyer shall provide written evidence of such appraisal as soon as possible to Seller and Seller's agent. Buyer may enter into negotiations with the Seller to amend the sales price or may terminate the contract by giving written notice thereof to the Seller's agent or attorney, provided that such notice is given within the timeframe set forth in this Section 2.

In the event the Buyer and Seller are unable to satisfactorily negotiate the price to a mutually agreeable amount within _____ business days of giving notice of the appraisal to Seller, (1) the contract will be deemed to be terminated, (2) Buyer's deposit monies shall be returned in full to the Buyer, and (3) Buyer and Seller shall have no further liability obligation to one another hereunder or under the contract.

BUYER **SELLER**

_____ _____

_____ _____

Date: _____ Date: _____

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Concluding Thoughts

You don't have to be great to start, but you have to start to be great.

Joe Sabah