

**PURCHASE AND SALE AGREEMENT
(Del Ray Place Condominium)**

THIS AGREEMENT is made this _____ day of _____, 2020, by and between Del Ray Place, LLC, a New Hampshire limited liability company, of 9 Shelly Drive, Pelham, Hillsborough County, New Hampshire 03076 (“Seller”) and _____ of _____, _____ (collectively, “Buyer”).

1. Agreement to Buy and Sell. Seller agrees to sell the Unit (defined below) and the related improvements, and Buyer agrees to purchase the Unit and related improvements, under the terms and conditions of this Agreement. The Unit is a certain Condominium Unit in the Del Ray Place Condominium, located at _____ Ryan Farm Road, Windham, Rockingham County, New Hampshire being shown as Unit _____ on a plan entitled “Del Ray Place” dated _____, 2019, and recorded with the Rockingham County Registry of Deeds as Plan No. _____ (the “Unit”). The Unit and related improvements constructed/to be constructed thereon are more particularly detailed in **Exhibits A (Site Plans) and B (Floor Plans)** attached. The Unit, a single-family dwelling, and its interest in the common area as defined in the Declaration of Condominium, are collectively referred to in this Agreement as the “Premises”.

2. Purchase Price. The Purchase Price for the Premises shall be _____ Dollars (\$ _____) to be paid by Buyer to Seller as follows:

(a) \$ 1000 in check acceptable to Seller upon the execution of Reservation Agreement (the “First Deposit”); and

(b) \$ _____ in check acceptable to Seller within the earlier of 3 days after the execution of this Agreement

(c) The balance of the Purchase Price, in Attorney’s IOLTA check, certified check or wire transfer acceptable to Seller at the Closing.

The First Deposit and the Second Deposit are collectively referred to as the “Deposit”. The Deposit shall be held in escrow by Key Team Realty Group at Leading Edge Real, 25 Indian Rock Road Ste 27 Windham, NH 03827. No interest shall accrue to either party on account of any deposit. The total of the Deposits shall not exceed ten percent (10%) of the Purchase Price. Deposit shall be made binding and released to seller no more than 14 days after the execution of this agreement for a cash sale or upon issuance of commitment for mortgage.

3. Title and Deed.

A. Seller shall convey the Premises to Buyer by warranty deed, conveying marketable title thereto, subject to the matters referenced in **Exhibit C** (sample deed) attached.

B. Seller may use any portion of the purchase money to satisfy any mortgage, lien or other financial encumbrance (if any) on the Premises and shall cause to be recorded a discharge, release or partial release of the same, in proper form, at its expense.

C. All of Seller's obligations shall be merged with the deed, delivery of which to Buyer shall constitute complete performance of Seller's obligations hereunder, except for such warranties (including the Limited Warranty referenced in Section 13 below) and representations which are expressly stated herein that they will survive the Closing.

D. In the event that the warranty deed is not delivered to Buyer within three hundred sixty (360) days after the signing of this Agreement then this Agreement shall be voidable at the election of Buyer.

4. Closing. The deed shall be delivered and Purchase Price paid (the "Closing") at the Rockingham County Registry of Deeds, at the office of the attorney for Buyer's Lender, or at such other location as the parties mutually determine, on _____, 20__ at _____ a.m./p.m. In the event that the Premises are not substantially completed by the date of the Closing, Seller shall have an additional forty-five (45) days to complete the dwelling and related improvements and the Closing shall be held no later than ten (10) days after Seller notifies Buyer that the dwelling is substantially complete and available for occupancy.

5. Possession. Possession of the Premises is to be given by Seller to Buyer at the Closing, free of all tenants, personal property and encumbrances, except as provided in this Agreement. Upon Seller's request and at a date designated by Seller within seven (7) days prior to the Closing, Buyer shall make an inspection of the Premises with Seller or Seller's representative. Forthwith upon completion of such inspection, Buyer shall execute and deliver to Seller a closing inspection sheet itemizing corrections and adjustments that Buyer requires.

6. Title Examination.

A. Seller shall convey the Premises to Buyer by warranty deed, conveying marketable and insurable title thereto, subject matters set forth in Exhibit C, to the notes and other matters shown on Plan _____, and any easements, restrictive covenants, governmental approvals and other such matters of record.

B. Seller may use any portion of the purchase money to satisfy any mortgage, lien or other financial encumbrance on the Premises and shall cause to be recorded a discharge, release or partial release of the same, in proper form, at its expense as soon after the closing as is practicable.

C. All of Seller's obligations shall be merged with the deed, delivery of which to Buyer shall constitute complete performance of Seller's obligations hereunder, except for such warranties (including the Builder's Warranty referenced in Section 13 below) and representations which are expressly stated as will survive the Closing.

7. Taxes. The then current year's real estate taxes shall be prorated as of the date of the Closing. If no tax bill is available for this property, the parties shall sign a tax proration agreement whereby they shall adjust such taxes as soon as a bill becomes available.

8. Brokers. The parties acknowledge and understand that _____ ("Broker") may be entitled to a commission to be paid by Seller at the Closing. Each party represents to the other that no other real estate broker or agent has participated in this sale on his behalf and each agrees to indemnify the other from the claims and demands of any such broker or agent claiming through him. In the event that Buyer engages a broker on his behalf, any commission or fee due such broker shall be the sole obligation of Buyer unless Seller and Broker agree that it may be paid from any commission due Broker.

9. Financing. On or before _____, 20___, Buyer shall provide Seller with a written commitment for permanent acquisition mortgage financing from a recognized mortgage lending institution in the amount of at least \$_____ at current interest rates, under conventional terms and with customary conditions, and such commitment shall have an expiration date no earlier than _____ (_____) months after its issuance, failing which this Agreement shall terminate and the Deposit shall be returned to Buyer. Buyer shall use his best efforts to obtain such financing and pursue the same in good faith. Buyer shall apply for such financing no later than ten (10) days after the date of this Agreement. In the event that Buyer shall fail to provide such financing commitment in accordance with the provisions of this paragraph, then Seller may cancel this agreement, direct its attorney to refund Buyer's deposit(s), and neither party shall thereafter have any further claim against the other concerning this property or this Agreement.

10. If the written commitment for mortgage financing received by Buyer is conditioned upon Buyer's sale of his current residence, then such condition shall not be deemed a customary condition for the purposes of this Section 10. Upon receipt of a commitment with such condition, Buyer shall forthwith notify Seller thereof in writing. Such written commitment for financing with such condition shall be deemed to satisfy the financing contingency in the above paragraph only if Buyer agrees that the Deposit and any monies paid or to be paid by Buyer in excess of allowances (as contemplated in Section 11 below) become non-refundable under all circumstances, except in the event of Seller's default or inability to convey title as contemplated in Section 3 above. Notwithstanding the foregoing, this paragraph in no way limits Buyer's right to receive back the Deposit pursuant to his five (5) day right to rescind under Section 30 below.

Financing (Alternative Provision). Buyer represents to Seller that Buyer does not require financing from a commercial or institutional lender to complete this purchase, as Buyer has sufficient funds available for the purchase. Buyer shall provide Seller with evidence satisfactory to Seller that Buyer has funds available for this purchase within five (5) business days after

signing this Agreement. That evidence may include a copy of Buyer's bank statement or a letter from Buyer's bank or investment fund manager.

Time is of the essence concerning the requirements of this Section 10.

The provisions of this Section 10 run to the benefit of both Buyer and Seller and may be waived only with the consent of both parties.

11. Allowances. For purposes of this Agreement, an allowance (if provided) means the amount of money that is allocated to the cost of an item referenced in **Exhibit G** (if any). To the extent Buyer selects an alternative material of greater cost than the allowance, Buyer acknowledges his full and sole obligation for such cost beyond such stated allowance. Buyer shall pay for any amount in excess of the specified allowance when selected and prior to the commencement of that element of the work.

12. Inspection. Buyer hereby acknowledges that he/she/they (and his/her spouse, if applicable) has/have personally inspected the Unit or the plan for the Unit (if not yet constructed) prior to entering into this Agreement.

13. Limited Warranty. At the Closing, a warranty set forth in the instrument entitled General Conditions and Warranty in the form of **Exhibit E** attached shall become effective. This warranty shall represent and constitute all warranties of any kind or nature, express or implied, which run from Seller to Buyer. **WITHOUT LIMITING THE FOREGOING, EXCEPT AS SET FORTH IN THE LIMITED WARRANTY, THERE ARE NO OTHER WARRANTIES FROM SELLER TO BUYER, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE MERCHANTABILITY OR HABITABILITY.**

14. Policy and Procedures. Buyer acknowledges receipt of a copy of Seller's customer procedures letter appended hereto as **Exhibit F** and agrees that he shall abide by those procedures.

15. Assignment. Buyer's rights hereunder, in whole or in part, shall not be sold, assigned, optioned, pledged or transferred, conditionally or unconditionally, without Seller's prior, express written consent, which Seller may withhold in the exercise of reasonable discretion.

16. Wells. Seller shall install one or more wells in the common area to service the Unit as part of the Purchase Price and shall at the time of Closing present to Buyer written evidence that the well is producing potable water adequate (for internal domestic use) to serve a residence having the number of bedrooms in the dwelling (as defined by the Water Supply and Pollution Control Division of the New Hampshire Department of Environmental Services). No other or further warranty or representation regarding any well or the provision of potable water is given or intended. These assurances shall survive the Closing; provided, the obligations, assurances, representations and warranties of Seller under this Section 16 shall terminate and

expire one (1) year after the Closing. The Town of Windham is not obligated to install or maintain such facilities.

17. Septic System. Seller shall install a septic systems in the common area to service the Unit as part of the Purchase Price and provide Buyer with a copy of the Approval for Operation issued by the New Hampshire Department of Environmental Services relative to such system. Seller represents to Buyer that a septic system will be operational and functional as of the Closing and will be constructed in accordance with the design therefor. This assurance shall survive the Closing provided, that no other or further warranty or representation regarding such septic system is given or intended. Notwithstanding any other provision of this Agreement, the obligations, assurances, representations and warranties of Seller under this Section 17 shall terminate and expire one (1) year after the Closing. The Town of Windham is not obligated to install or maintain such facilities.

18. Electric Power, etc. Seller shall extend electricity, internet and telephone service lines to the Unit. This assurance shall survive the Closing. The Town of Windham is not obligated to install or maintain such facilities.

19. Change Orders. Changes to the Unit or extras shall be performed by Seller only upon the execution of a mutually agreed upon written change order signed by both parties prior to the work. Buyer shall pay for all change orders prior to the commencement of work on any change, and such payments for change orders shall be non-refundable. Any change will be attached as an addendum to this Agreement. Furthermore, Seller shall make no changes or alterations that increase the total Purchase Price until Buyer provides Seller with written evidence from his lender that the mortgage financing commitment is still in effect notwithstanding such changes, or other evidence satisfactory to Seller if this is a cash purchase.

20. Improvements to Subdivision.

A. Seller is obligated to construct Del Ray Place Adult Community Condominiums in accordance with plans approved by the Windham Planning Board.

B. The Unit is located off Ryan Farm Road, a public way in the Town of Windham. However, the roadways and driveways to be constructed by Seller on the common areas of the Condominium are private, and will not be dedicated to the public use or accepted by the Town of Windham. Those roadways and driveways shown on the Site Plan shall be owned and maintained by the Del Ray Place Adult Community Condominiums Association.

C. Seller was not required to post a letter of credit with the Town of Windham to insure completion of improvements.

21. Risk of Loss. Risk of loss shall be borne by Seller pending the Closing. In the event that damage to the Premises in excess of twenty percent (20%) of the Purchase Price occurs as a result of any casualty, then Seller may terminate this Agreement upon twenty (20) days notice to Buyer.

22. Default. In the event of Buyer's default hereunder, Seller shall retain the Deposit, any payments in excess of allowances and any payments for extras and/or change orders as reasonable, agreed upon liquidated damages, the parties recognizing that actual damages are difficult or impossible to ascertain. In the event of Seller's default hereunder, Buyer shall receive back all Deposits and/or exercise his right to seek specific performance of this Agreement, as his sole remedies. The parties agree that the Buyer shall have no right to sue for damages of any nature or kind at law, the parties agreeing that the remedies provided by the Buyer hereunder are reasonable and agreed upon and that limitations to remedies hereto are part of the bargain between the parties.

23. Succession. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and (permitted) assigns.

24. Governing Law. This Agreement is made in and shall be interpreted and enforced under New Hampshire law.

25. Entire Agreement. This Agreement, with all attachments, contains and embodies the entire understanding of the parties with respect to the construction and sale of Premises. All representations, statements and agreements heretofore made are merged in this Agreement, which is the full expression of the parties' obligations and rights and no party in entering into this Agreement has relied on any statements or representations not set forth in this Agreement.

26. No Amendments. This Agreement shall not be amended, altered, extended or modified except by an instrument in writing, signed by both Buyer and Seller.

27. Disclosures and Notifications. Buyer acknowledges receipt of the attached Disclosures (**Exhibit D**) prior to the execution of this Agreement. Buyer's receipt thereof is confirmed by his signature thereon.

28. Other Provisions and Terms. _____

_____.

29. **IMPORTANT NOTICE OF BUYER'S CANCELLATION RIGHTS. NEW HAMPSHIRE LAW PROVIDES THAT YOU (BUYER) HAVE AN EXPRESS AND UNQUALIFIED RIGHT TO CANCEL THIS PURCHASE AND SALE AGREEMENT WITHIN FIVE (5) CALENDAR DAYS FROM THE DATE THE AGREEMENT WAS ENTERED INTO. IF YOU (BUYER) ELECT TO CANCEL, YOU MAY DO SO BY WRITTEN NOTICE THEREOF, HAND-DELIVERED OR DEPOSITED IN THE UNITED STATES MAIL, RETURN RECEIPT REQUESTED, WITHIN THE FIVE (5)**

DAY PERIOD TO SELLER OR TO ANY AGENT OF SELLER; PROVIDED, HOWEVER, THAT IF YOU ELECT TO MAIL THE NOTICE OF CANCELLATION, YOU MUST ALSO PROVIDE THE SELLER WITH TELEPHONIC NOTICE OF CANCELLATION WITHIN THE FIVE (5) DAY PERIOD. SUCH CANCELLATION SHALL BE WITHOUT PENALTY AND ANY DEPOSIT MADE BY YOU MUST BE REFUNDED IN ITS ENTIRETY NO LATER THAN TEN (10) CALENDAR DAYS FROM SELLER'S RECEIPT OF SUCH WRITTEN NOTICE OF CANCELLATION.

EACH OF THE UNDERSIGNED BUYER(S) ACKNOWLEDGE RECEIPT OF THE PUBLIC OFFERING STATEMENT.

Initials

Initials

30. Company Capacity. Seller's duties, responsibilities and liabilities under this Agreement are those of Del Ray Place, LLC, and the members of that LLC have no individual or personal liability to Buyer.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this _____ day of _____, 20__.

Del Ray Place, LLC
Seller

Witness

Robert J. Peterson, Manager

Witness

Buyer,

Witness

Buyer,

EXHIBIT A

[site plans]

EXHIBIT B

[floor plans]

EXHIBIT C

(sample deed)

CONDOMINIUM WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Del Ray Place, LLC, a New Hampshire limited liability company, of 9 Shelly Drive, P.O. Box 732, Pelham, Hillsborough County, New Hampshire 03076, for consideration paid, grants to _____ of _____, as _____, with WARRANTY COVENANTS:

Unit 1 of Del Ray Place Condominium, located at _____, Windham, Rockingham County, New Hampshire 03087, as established by Del Ray Place, LLC pursuant to New Hampshire RSA 356-B by Declaration of Condominium, dated _____, 2019, and recorded in the Rockingham County Registry of Deeds at Book _____, Page _____, together with its Bylaws and Condominium Rules recorded therewith.

Unit 1 is laid out as shown on the Del Ray Place Condominium Site Plan dated _____, 2019 and recorded in the Rockingham County Registry of Deeds as Plan No. _____ (page ___ of ___); and as shown on the Unit 1 "The Hunter" Floor Plan prepared by The Dubay Group, Inc., dated _____, 2019 and recorded in the Rockingham County Registry of Deeds as Plan No. _____ (sheet ___ of ___). Recorded together with such Plans and contained therein is the verified statement of a Licensed Surveyor, in the manner required by New Hampshire RSA 356-B:20(II).

Unit 1 is hereby conveyed together with a one twenty-sixth (1/26th) undivided interest in the common area, together with the right to use the same in common with others entitled thereto, and is conveyed subject to the provisions of the Declaration and Bylaws and the Condominium Rules adopted thereunder.

Said Unit is to be used for residential purposes and shall not be used for any business purposes except as may be expressly permitted by the Declaration or by the Board of Directors in accordance with the provisions of the Declaration and Bylaws.

Said Unit is acquired with the benefit of and subject to the provisions of New Hampshire RSA 356-B relating to Unit Ownership of Real Property, as that statute is written as of the date hereof, and as it may in the future be amended.

1. The Condominium has been approved by the Windham Planning Board under its Housing for Older Persons zoning ordinance provisions (Section 610), on the basis that it shall be used as the primary residence for and by persons over the age of fifty-five (55), and it shall be used as such by the owners. The Condominium is designed to provide housing opportunities for older persons.

2. The Condominium is being established and shall be maintained in compliance with 42 USC Sect. 3601, et. seq., and 24 CFR Part 100, Sections 100.304 through 100.308, with RSA 354-A:15, and with the provisions of the Windham Zoning Ordinance regulating Housing for Older Persons.

2-A. To this end, Units shall only be sold to Buyers who execute an Affidavit that (1) the Unit is to be the Buyers' immediate permanent residence; and (2) Buyers are not acquiring the Unit for purposes of, or with the intent to, resell or lease such Unit to persons under the age of fifty-five (55); and (3) each resident Buyer is or will be at the time of the closing, in excess of fifty-five (55) years of age or (a) a spouse under the age of fifty-five (55) married to a resident aged fifty-five (55) or older; (b) an adult over the age of twenty-one (21) if his/her presence is required to provide medical care to a resident aged fifty-five (55) or older or to the resident's spouse; or (c) employees of the elderly housing project (and family members living in the same unit) who are under fifty-five (55) years of age, provided the employees perform substantial duties related to the management or maintenance of the project's facilities. Notwithstanding the foregoing, at least 80 percent of the units shall be occupied by at least one person 55 years of age or older per unit, in accordance with the provisions of RSA 354-A:15(IV)(b).

3. This covenant shall run with the land for the benefit of the Town of Windham, a municipal corporation, situated in the State of New Hampshire and further shall benefit and be enforced by the Association and the Town of Windham. Further, this covenant may not be amended or deleted without the expressed written approval of the Windham Planning Board. The full text of the restrictive covenants set forth above shall be printed in boldfaced type on every deed conveying a Unit within The Condominium before it is filed at the Rockingham County Registry of Deeds.

The Unit is conveyed subject to and with the benefit of the following matters:

Easement from Great Mountain View Estates, LLC to Public Service Company of New Hampshire (PSNH), dated April 22, 2013, and recorded in the Rockingham County Registry of Deeds at Book 5431, Page 2996.

Easement from Great Mountain View, LLC to Northern New England Telephone Operations LLC d/b/a Fairpoint Communications – NNE and Liberty Utilities/Energy Efficiency, dated May 16, 2016, and recorded in the Rockingham County Registry of Deeds at Book 5717, Page 1822.

All matters noted and depicted on a plan of land entitled, "Subdivision Overview Plan, Great Mountain View Estates, Windham, New Hampshire", prepared by MHF Design Consultants, Inc., and recorded in the Rockingham County Registry of Deeds as Plan No. D-35621.

State of New Hampshire, Attorney General, Department of Justice, Certificate of Registration, dated _____, 2019, and recorded in the Rockingham County Registry of Deeds at Book _____, Page _____.

Being a portion of the premises conveyed to Del Ray Place, LLC, by Deed of Great Mountain View Estates, LLC, dated November 1, 2018, and recorded in the Rockingham County Registry of Deeds at Book 5959, Page 246.

This property is not subject to homestead rights and Grantor hereby releases all other interests therein.

Signed this _____ day of _____, 2019.

Del Ray Place, LLC

Witness

Robert J. Peterson, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss. _____, 2019.

Before me, personally appeared the above-named, Robert J. Peterson, Manager of Del Ray Place, LLC, and acknowledged that he executed the foregoing instrument as the free act and deed of the LLC for the purpose therein contained, being duly authorized.

JUSTICE OF THE PEACE - David M. Groff
My Commission Expires: 4/8/2020

ESTOPPEL CERTIFICATE

The undersigned, Robert J. Peterson, Manager of Del Ray Place, LLC, being the Declarant of the Del Ray Place Adult Community Condominium Association, an unincorporated association formed in connection with the Del Ray Place Condominium, located off of Ryan Farm Road, Windham, Rockingham County, New Hampshire, recorded at Book _____, Page _____, at the Rockingham County Registry of Deeds, with an office at 9 Shelly Drive, PO Box 732, Pelham, New Hampshire 03076, and being duly authorized to issue this certificate, herein states that as of the date hereof, there are no outstanding assessments or other fees due to the Association, with regard to Unit 1, except as listed below:

Signed this _____ day of _____, 2019.

Del Ray Place Adult Community Condominium Association

Witness

Robert J. Peterson, Manager of Del Ray Place, LLC, Declarant

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss. _____, 2019.

Before me, personally appeared the above-named, Robert J. Peterson, Manager of Del Ray Place, LLC, the Declarant of the Del Ray Place Adult Community Condominium Association, and made oath that the foregoing statements are true and correct to the best of his knowledge, information and belief, being duly authorized.

JUSTICE OF THE PEACE - David M. Groff
My Commission Expires: 4/8/2020

AFFIDAVIT OF BUYERS

We, _____, the undersigned Buyers/Grantees in the attached Warranty Deed, do each hereby affirm that:

- (1) the Unit is to be my immediate permanent residence; and
- (2) I am not acquiring the Unit for purposes of, or with the intent to, resell or lease such Unit to persons under the age of fifty-five (55); and
- (3) each resident Buyer is or will be at the time of the closing, in excess of fifty-five (55) years of age or (a) a spouse under the age of fifty-five (55) married to a resident aged fifty-five (55) or older; (b) an adult over the age of twenty-one (21) if his/her presence is required to provide medical care to a resident aged fifty-five (55) or older or to the resident's spouse; or (c) employees of the elderly housing project (and family members living in the same unit) who are under fifty-five (55) years of age, provided the employees perform substantial duties related to the management or maintenance of the project's facilities.

Signed this _____ day of _____, 2019.

Witness to both

Buyer,

Buyer,

State of New Hampshire
County of Rockingham, ss.

_____, 2019.

Before me, personally appeared _____, and made oath that the foregoing statements are true and correct to the best of their knowledge, information and belief; and acknowledged that they executed the foregoing instrument as their free act and deed for the purposes expressed therein.

NOTARY PUBLIC -

My Commission Expires:

EXHIBIT D
DISCLOSURES

Seller hereby advises Buyer of the following:

RADON: Radon, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

WATER SUPPLY (well): The well on your new home is/will be installed and connected to your Unit. Seller will provide to you, as part of closing package, a well report completed by the well driller that will indicate the depth of well and gallons per minute, as tested. Also included in the package will be a water test conducted by the well drilling company that will show the water quality based on EPA standards.

SEWAGE DISPOSAL SYSTEM: The septic system on your new home is/will be installed and will be connected to your Unit by the date of closing. As part of the closing package, Seller will provide you with a copy of the septic design approved by the New Hampshire Department of Environmental Services that will indicate the size of the tank, the type of system and its location.

INSULATION: Seller will provide you as part of the closing package, a report by the insulation company that will indicate what type of insulation is installed in your home and where each type is located.

RSA 359-G: In addition to any other notices that may be provided by either party hereunder, Owner acknowledges that RSA 359-G:4 provides, in part, as follows: "I. In every action subject to this chapter, the homeowner shall, no later than 60 days before initiating an

action against a contractor, provide service of written notice of claim on that contractor. The notice of claim shall state that the homeowner asserts a construction defect claim and is providing notice of the claim pursuant to the requirements of this chapter. The notice of claim shall describe the claim in detail sufficient to explain the nature of the alleged construction defect and the result of the defect. In addition, the homeowner shall provide to the contractor any evidence in possession of the homeowner that depicts the nature and cause of the construction defect.” RSA 359-G:7, provides, in part, as follows: “New Hampshire Law, RSA 359-G, contains important requirements you must follow before you may file a lawsuit or other action for defective construction against the Contractor who constructed, remodeled, or repaired your home. Sixty days before you file your lawsuit or other action, you must serve on the Contractor a written notice of any construction conditions you allege are defective. Under the law, a Contractor has the opportunity to make an offer to repair and/or pay for defects. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit or other action.”

Buyer hereby acknowledge(s) receipt of a copy of this **Exhibit D** prior to the execution of the Purchase and Sale Agreement to which this is appended.

WITNESS:

BUYER:

EXHIBIT E

GENERAL CONDITIONS AND WARRANTY PROGRAM

This Agreement is part of the Purchase and Sale Agreement dated _____, 20____, by and between Del Ray Place, LLC, referred to as the Seller, and _____, referred to as the Buyer.

SECTION 1 - GENERAL CONDITIONS

1.1 **Contract Documents** - The contract includes the Purchase and Sale Agreement, this Agreement, the building plans and specifications and any other documents incorporated into the Purchase and Sale Agreement. All contract documents shall be signed by both parties.

The contract documents are to be considered as one and whatever is required by any of the documents shall be binding as if required by all documents.

1.2 **Materials and Labor** - Except as otherwise noted, the Seller shall provide and pay for all materials, labor, tools, equipment and all other items necessary to complete construction.

Unless otherwise specified, all materials and equipment shall be new, and both workmanship and materials shall be equal to or exceed all applicable building regulations.

1.3 **Inspection of Work** - The Seller shall permit the inspection of work by the Buyer (accompanied by an agent of the Seller), his/her agents and public authorities at the discretion of the Seller and as the Seller deems necessary.

The Buyer or his/her agents shall not interfere with, or in any manner delay, the Seller's employees or subcontractors during the performance of their work. If the Buyer has any questions, he/she should immediately contact the Seller, directly or through his/her broker, so that any issues can be remedied without delaying construction or creating additional expense.

If any items are overlooked by either the Buyer or the Seller, the Seller will reduce the contract price by its cost(s) of the item(s) not installed. The Seller will not relocate or install any items after the drywall has been applied.

1.4 **Selections** - The Seller provides the Buyer with standard selections. If the selections made by the Buyer are not readily available, it will be the Buyer's responsibility, upon notification by the Seller, to make new selections as soon as possible so as not to delay the completion of the contract.

Buyer Buyer Seller

- 1.5 **Unit Layout** – The Unit is laid out according to the site plans and floor plans, copies of which are furnished to Buyer herewith.
- 1.6 **Telephone and Other Pre-wiring** - If the Buyer wishes to have the dwelling pre-wired for any special telephone, telecommunications or internet service other than that provided by the Seller, the Buyer is required to make arrangements directly with the Seller or the service provider.

The Buyer shall not be allowed to install any pre-wiring that requires electricity and shall not be allowed to disconnect or relocate any electrical wires installed by the Seller.
- 1.7 **Storage and Occupancy** - The Buyer shall not store any article or in any way occupy the dwelling until after the closing.
- 1.8 **Changes** - Once all the selections are completed, any changes must be in writing. The Seller will charge a standard service fee for any such changes. (See “Selections” and “Changes” paragraphs in the Customer Procedures Letter.)

SECTION 2 – HOME WARRANTY PROGRAM

The Seller will provide the Buyer with a one-year home warranty program, which begins the date of the closing. It should be noted that the intent of this program is to correct defects in materials and workmanship. **This program should not be viewed as a maintenance program.** As with all homes, ongoing maintenance is necessary and is the responsibility of the Buyer. After the expiration of the term of this warranty program, the Seller shall have no liability or responsibility hereunder.

For the first year immediately following the closing, the following items will be covered under the warranty program subject to Section 2.15:

- 2.1 **Structural** - The dwelling is warranted to maintain structural integrity.
- 2.2 **Electrical** - All electrical wiring, switches and related components are warranted for one (1) year. Light bulbs are not warranted.
- 2.3 **Plumbing** - All workmanship and materials are warranted for one (1) year.
- 2.4 **Appliances** - All appliances are warranted by the manufacturer, not the Seller. Warranty information is generally left attached to or along side the appliance.

Buyer Buyer Seller

Buyer should contact local factory warranty repair services directly for any issues that should arise during the applicable warranty period.

2.5 **Landscaping** - The Seller shall provide a lawn base and other landscaping as shown on the site plan provided to Buyer. Seller shall maintain the landscaping in accordance with the Declaration of Condominium, a copy of which has been provided to Buyer herewith.

2.6 **Driveways** - Driveways are warranted for a period of one (1) year against disintegration.

Minor frost heaves, depressions, tire markings and stone flaking are natural characteristics of asphalt and are not covered under this warranty program.

2.7 **Heating Systems** - Heating systems are covered under the warranty period. Heating systems may be warranted by the manufacturer for a longer period.

Note: If the thermostats are turned down during extended absences in the winter time, or if the dwelling is allowed to continuously go through severe temperature changes, the opening of hardwood floors, warping of interior doors, nail pops and minor cracks in the drywall and ceilings as well as hairline cracks in the fiberglass tub may result. These conditions are not covered under this warranty program. It is recommended the Buyer maintain a uniform temperature with proper humidity throughout the winter months. Turning the thermostat below 60 degrees may result in pipes freezing in the basement as the basement ceiling is insulated to conserve energy. This condition is not covered under this warranty program.

2.8 **Siding** - All siding is warranted against defective materials and workmanship.

2.9 **Painting** - **Painting will not be repaired unless it is specifically noted on the closing inspection sheet prior to the closing and subject to Section 2.13.** A specific description of the actual area where defective painting exists must be on the walk through list.

2.10 **Footing and Basement Drainage** - For the Buyer's protection against water problems, a footing drain system was installed. Seller warrants a dry basement for a period of one (1) year. However, this warranty does not cover humidity or condensation during hot summer weather. It is recommended that Buyer obtain and install a dehumidifier to guard against excess humidity or condensation.

2.11 **Millwork** - All interior and exterior doors are warranted by the Seller.

Buyer Buyer Seller

Note: The Seller suggests that a humidifier be installed by the Buyer to be used during the winter months. Without the use of a humidifier in the winter, hardwood floors, furniture and all wood products on the inside of the dwelling will shrink considerably. Warping of doors may also occur, especially in heated areas where a door is adjacent to cold. Metal front doors provided by the Seller will not warp. The use of a humidifier will also achieve a more comfortable home at a lower temperature, thus saving in heating costs.

The manufacturer of the steel thermopane entry doors strongly recommend that storm doors should not be used with entry doors that have plastic trim. Sun exposure can cause excessive heat between the doors, which may distort the trim. The Seller does not warrant any damage that results from ignoring this recommendation.

2.12 **Drywall and Ceilings** - Hairline cracks in walls and ceilings and nail pops in walls are considered common due to shrinkage and dryness. **These conditions are not covered under this warranty program.**

2.13 **Other Conditions And Items Not Warranted By The Seller**

Prior to the closing, a walk-through is performed and a closing inspection sheet is completed and signed by the Buyer. The walk-through is intended to record the condition of the dwelling at the time of occupancy. **If items are not noted on the closing inspection sheet, they are not warranted and will not be repaired by the Seller.** The Buyer should take care in examining the following items during the walk through:

- (a) hairline cracks in concrete floors and foundations;
- (b) chips and breaks on counter tops, vanities and cabinets;
- (c) cuts or scratches to inlaid or vinyl flooring;
- (d) broken or missing storm windows and screens;
- (e) broken glass or cracked globes on light fixtures;
- (f) scratched or chipped plumbing fixtures;
- (g) scratches, chips or cracks in bathrooms;
- (h) all interior and exterior painting;
- (i) scratches, chips or cracks in mirrors;

Buyer

Buyer

Seller

- (j) damage caused by ants or other insects;
- (k) mildew, diseases of trees or condensation due to humidity (See Section 2.11); and
- (l) municipal or public utility services.

Note: The Seller will not take responsibility if the Seller’s employees or subcontractors are requested to make repairs that are not warranted and these repairs create further or additional damage.

The Buyer is cautioned by the Seller not to use salt or chemicals on or near garage floors or cement walks and steps to melt ice. This would result in the cement flaking and scaling and is not warranted by the Seller.

2.14 Warranty Repairs -

For all non-emergency warranty repairs, please contact the Seller in writing. Each written warranty repair request will be reviewed and the Buyer will be contacted as to whether the requested repair item is covered under this warranty program. If the requested repair is a warranty item, the Buyer will be contacted by the appropriate subcontractor to schedule repair service.

For all emergency warranty repairs, please contact the Seller immediately by telephone at (603) 765-2426. It will be the responsibility of the Buyer to make a reasonable attempt to shut off electrical power or the water main and to discontinue use of the facilities, which could create additional damage. Buyer must immediately contact the appropriate party so that repairs may commence as soon as possible. Seller will not be responsible for any damages as a result of these precautions not being taken.

2.15 Accessibility - It will be the Buyer’s responsibility to make his/her dwelling accessible Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m. for any warranty repair service. In cases where both parties work, the Buyer must make arrangements to have someone present during the warranty repair process. If the Seller has notified the Buyer at least forty-eight (48) hours in advance that it intends to do the repair work on a certain day and the Buyer has not made his/her dwelling accessible in the above described manner, the Seller will attempt to make repairs a second time. If, however, at the second attempt the dwelling is again unavailable, the Buyer relinquishes all of his/her rights to have the repairs made and the repairs will be considered completed.

Buyer Buyer Seller

EXHIBIT F

CUSTOMER PROCEDURES LETTER

The following procedures have been implemented to insure a smooth and enjoyable building process of your new home. Please read carefully.

CONDITIONS: The Seller reserves the right, but is not limited, to determine the grading, elevation, foundation elevation and final topographical conditions as well as any and all associated utilities and road infrastructure.

COMMUNICATIONS: All questions and concerns about your new home **must** be directed to Seller.

SELECTIONS: Selections with the suppliers for items such as appliances, cabinets, countertops, and flooring are to be made within _____ **Days** of signing the Purchase and Sale Agreement. In cases where house frames are completed, selections are to be made within _____ **Days** of signing the Purchase and Sale Agreement. Any overage amounts must be paid to the supplier during the respective time period. In addition, all selections, options, and any other pertinent documents must be signed and returned to your broker within the respective time period. Incomplete selections will become the Seller’s choice and may prolong the closing date; additional carrying charges will be prorated to the Buyer at the time of closing.

CHANGES: Once all of the selections and options have been made, each **allowable** change must be made with Seller on a Change Order Request. Seller reserves the right to refuse to implement any change, which may adversely affect construction or scheduling.

These procedures **must** be adhered to in order to maintain quality control and a safe environment. Del Ray Place, LLC, is committed to building a quality home, delivering it on time, and making it a pleasurable experience for all involved.

The Buyer Has Read And Been Provided A Copy Of The “General Conditions And Warranty” As Well As The “Customer Procedures Letter”, Understands Them And Agrees To All Conditions Set Forth Therein.

Del Ray Place, LLC
Seller

Buyer Date

Robert J. Peterson, Manager Date

Buyer Date

EXHIBIT G
ALLOWANCES