

**SPECIFICATIONS  
FOR  
OLD TOWN  
EXHIBIT A  
GENERAL CONDITIONS**

**LOCATION:**

The residence will be located at:

**SCOPE:**

The contractor shall supply all labor, transportation, materials, scaffolding and tools necessary for the entire, proper and substantial completion of the work, seller will be responsible for obtaining permits and that the cost of such permits are included in the purchase price. He shall construct in the best and most workmanlike manner a complete building and everything properly incidental thereto as shown on the plans, stated in the Specifications and/or Contract Custom Additions or reasonably implied therefrom, all in accordance with the contract documents. Seller shall comply with laws, ordinances, rules, municipal requirements, regulations, building codes, and lawful orders, and to furnish notices required by law, to the extent such items bear upon the performance of the work.

**GENERAL:**

Contractor shall be responsible for laying out the work in accordance with the accompanying drawings. The contractor shall secure and protect the owner from any liability whatsoever for injury to any person on property in his employ on or off site, including all lower tier subcontractors and any material suppliers.

Contractor will carry all Fire, Windstorm, Tornado, etc., insurance to protect the interest of both parties.

**EXCAVATION**

**EXCAVATE and BACKFILL:** Earth removed from excavation shall be stored on job site but shall not be hauled to any location other than around the building site. All backfilling and semi-grading shall be with materials from excavation. Semi-finish grading and backfilling shall be done by contractor.

**GRADE LEVEL:** Grade level line shall be determined by contractor. If there is insufficient or excess materials to grade to this line, the builder will bring in or haul away excess.

**LANDSCAPING:** Plants in the front yard, seed in parkway. Side yard finish by owner. Trees and plantings per the Covenants and Restrictions for the development. Sprinkler systems in the Front Planting Bed

**FOOTINGS:** All footings shall be concrete of size shown on plan of at least 3000# PSI text Ready-Mix concrete delivered to job site, deposited immediately and thoroughly puddled into place.

**FOUNDATION:** Poured reinforced concrete walls of size shown on plan of at least 3000# PSI text Ready-Mix concrete.

**DRAIN TILE and WATER PROOFING:** Tar foundation walls and install 4" drain tile around house with at least 6" of stone on top where applicable.

**SEWER AND WATER LINES:** By Builder.

**FRAMING and CARPENTRY**

**GENERAL:** This contractor shall direct all cutting, fillings, etc., by the Plumber, Tinner, Electrical workers or other trades, and see that joists, etc., weakened by their cutting are reinforced with new material.

**GIRDERS:** Girders shall be of size and located as per noted on plan.

**JOISTS:** Joists shall be of size and spacing shown on plans of Engineered I joists or good quality Kiln dried S4s lumber. Joist shall be set with crown edge up with full bearing at supports.

**STUDDING:** Outside wall and bearing studs shall be of good quality Kiln dried S4S lumber. Non-Bearing partition studs shall be of same. Exterior studs shall not be less than 2" x 6" spaced 24" o.c. Interior studs shall be 2" x 4" spaced 24" o.c. unless otherwise noted on the plan. Plates shall be of same quality and size as studs.

**RAFTERS:** Rafters and/or trusses shall be of same size as noted on plans of good quality Kiln dried S4S lumber. Rafters notched or leveled so as to secure a bearing of not less than 3" on wall plates and be securely spiked to plates and ridge board.

**SUB-FLOORING:** Cover floor joists with 3/4" tongue and groove Advantech grade sheathing. Glued and face nailed to each bearing.

**WALL SHEATHING:** Cover the exterior studding with tyvek and 7/16" oriented strand board.

**ROOF SHEATHING:** Cover rafters with 1/2" oriented strand board sheathing laid at right angles to the rafters. Roof sheathing shall be nailed or stapled with 1 1/2" length fasteners to each bearing.

**INSULATION:**

- Sidewalls – R21
- Flat Ceiling - R40
- Cathedral ceiling - R30
- Basement or crawl space - R11 (If Applicable)
- Slab – R10 (If Applicable)

**SHINGLES:** 30-year dimensional asphalt shingle. Color per approved selection by the Ellendale Farm Architectural Control Committee.

**EXTERIOR SIDING:** Cement siding. Color per approved selection by the Ellendale Farm Architectural Control Committee.

**BRICK:** Varies by plan elevation. Color per approved selection by the Ellendale Farm Architectural Control Committee.

**EXTERIOR TRIM:** Aluminum soffit and fascia. Color per approved selection by the Ellendale Farm Architectural Control Committee.

**GUTTERS and DOWNSPOUTS:** Five inch (5") aluminum seamless gutters and downspouts as needed. Color per approved selection by the Ellendale Farm Architectural Control Committee.

**FLOOR COVERING:**

- Nafco or Permastone:** Tile in Foyer, Kitchen, Dinette/Breakfast, Utility, and all Baths. Color selected by purchaser from showroom selections.
- Carpet:** Shaw or comparable pile in Great Room, Dining, Bedrooms, Hallways, Stairs, and Bonus (if applicable). Color selected by purchaser from showroom selections
- Ceramic, Laminate, Wood, Other:** Not Standard. Numerous choices available from showroom selections.

**WINDOWS:** Vinyl Windows Double Pane Low E glass with internal grills. Color per approved selection by the Ellendale Farm Architectural Control Committee.

**EXTERIOR DOORS:** Exterior door per approved selection by the Ellendale Farm Architectural Control Committee.

**GARAGE DOOR:** Paneled steel Garage Doors with openers and 3 remotes. Color per approved selection by the Ellendale Farm Architectural Control Committee.

**INTERIOR TRIM:**

- Base:** 4" stained pine. Color selected by purchaser from showroom selections.
- Casing:** 2 1/4" stained pine. Color selected by purchaser from showroom selections.
- Crown, Chair, Picture Mold, etc:** Not Standard. Choices available from showroom selections.

**INTERIOR DOORS:** 6 panel hollow core masonite doors with stained pine jamb and casing. Three (3) brass or satin nickel hinges per door. Stain color selected by purchaser from showroom selections.

**RAILINGS:** Stained Oak top and bottom rail with White painted spindles. Stain color selected by purchaser from showroom selections.

**HARDWARE:** Polished Brass or Satin Nickel Kwikset Lever Door Knobs. Privacy locks installed on all bathrooms and master bedroom. Passage or dummy knobs in all other areas as needed.

**DRYWALL:** 1/2" Gypsum throughout living and garage areas taped and floated smooth. 1/2" Gypsum on common wall of garage finished per fire code.

**PLUMBING:**

- Kitchen sink – UD205L Stainless Steel Undermount Sink
- Kitchen faucet – Delta signature pull-out kitchen faucet #DE470
- Free-standing utility sink in laundry room if applicable.

1/2 HP Sump pump for Footing Tile if applicable.  
Sill cocks – 2  
One (1) 40 Gallon water heater

**Master Bath:**

Vanity Faucet(s): Delta 583 Chrome  
Shower Faucet: Delta 1324 Chrome if applicable.  
Tub/Whirlpool Faucet (if applicable): Delta 2730 Chrome  
White or Bisque Fiberglass Shower sized per plan (Shower door not included) (If applicable)  
White or Bisque Fiberglass tub/whirlpool (if applicable) sized per plan  
White or Bisque 1.6 gallon elongated stool

**Main Bath:**

Vanity Faucet(s): Delta 583 Chrome  
Tub/Shower Faucet: Delta 1343 Chrome if applicable.  
White or Bisque Fiberglass 5' Tub/Shower (Shower door not included) (If applicable)  
White or Bisque 1.6 gallon elongated stool

**Half Bath (If applicable):**

Vanity Faucet Delta 583  
Chrome white or bisque  
1.6 gallon stool

**CABINETS & VANITIES:**

**Kitchen:**

Homecrest Stained Oak or Maple upper cabinets with raised panel doors. Color selected by purchaser from showroom selections.

**Vanities:**

Homecrest Stained Oak or Maple cabinets with raised panel doors. Color selected by purchaser from showroom selections.

**COUNTERTOPS & VANITY TOPS:**

**Kitchen:**

Granite Kitchen Countertops. Color selected by purchaser from showroom selections.

**Vanity Tops:**

Cultured Marble Vanity Tops. Color selected by purchaser from showroom selections.

**PAINTING:** One coat of primer paint plus one coat of flat latex paint on walls. Trim and moldings (if applicable) to receive primer coat plus one coat of enamel paint. Color selected by purchaser from showroom selections.

**KITCHEN APPLIANCES:**

**Refrigerator:** Kenmore 25 Cubic Side by Side  
**Dishwasher:** Kenmore 24" 6-cycle "QuietGuard"  
**Range:** Kenmore 30" Free-Standing Self Clean Gas  
**Hood:** Kenmore 1.6 Cubic Foot 1000 Watt Microhood

Color choice in Stainless Steel, White, Black, or Bisque

**ELECTRIC:**

Conform to National Electric Code 200 amp service  
(2) 20 amp kitchen circuit  
(1) 20 amp microwave circuit  
GFI receptacles all baths, kitchen, garage & unfinished basements if applicable  
(2) GGCI exterior receptacles  
Electric smoke detectors on each floor and each bedroom including basement if applicable – wired in series  
Vent fans in all bathrooms  
(1) door bell chime and (1) button  
(3) TV & (3) phone & (1) antenna run to attic  
Wiring to be in romex  
All appliances figured in gas unless otherwise requested  
(1) 20 amp circuit in laundry  
White toggle switches and outlets

**HVAC:** 93% efficient gas forced air furnace with 13 SEER Air Conditioner

**FIREPLACE:** Heatilator 42" direct or standard vent fireplace with ceramic surround and wood mantle.

**DRIVE:** 26' wide driveway, 4" nominal thickness with wire mesh.

**PATIO:** 12'x16' Brick Patio.

**CONCRETE:** All exterior concrete to consist of a 4" nominal thickness with wire mesh.

NOTE: Exterior concrete is not warranted against cracking, chipping, or flaking. These things are considered normal in this climate.

**OWNERS ACCEPTANCE AND OCCUPANCY:**

All work, material and labor contracted to be performed by the owner must be fully completed before occupancy. When the house is completed and final settlement with the contractor is made, then and only then shall owner take possession and occupy said house.

It is expressly understood and agreed by the parties hereto that the contractor shall have the unconditional right of possession and control of said premises, and material and work, anything to the contrary notwithstanding, until all final papers and instruments pertaining thereto the distribution of the mortgage funds by the lending institution or otherwise. Any and all persons, including the owner found in possession or occupying said premises prior time shall be deemed to be in unlawful possession thereof, and trespassers and the contractor shall have the right to proceed against said person or persons, without previous notice or demand for the possession of such premises and/or to enforce any and all legal and/or equitable rights and remedies, as by law made and provided.

**ADDITIONS AND/OR CHANGE ORDERS:**

Any deviation from these Specifications or plans prior to the execution of the Sales Agreement must be noted on the Contract Custom Additions (Exhibit B). It is understood and agreed upon by Purchaser(s) that in the event of a discrepancy between these Standard Specifications and Contract Custom Additions, the Contract Custom Additions will control. The Contractor shall not take advantage of any discrepancies in the drawings and specifications. If any discrepancies are found, they shall be referred to the Owner or Architect and be corrected before any contract is entered into.

It is further agreed that once the Sales Agreement is executed, any deviation from the Standard Specifications or Contract Custom Additions involving an extra charge must be facilitated through a Change Order. Once executed, the Change Order will control both the Standard Specifications and Contract Custom Additions.

**SUBSTITUTE MATERIALS**

In the event a delay shall arrive from fire, storm, lightning, floods or any other inevitable cause or accident or from any strike, in the building or building manufacturing trade or from the inability of said Builder to obtain materials of whatever nature due to no fault of its own then further time shall be granted Contractor or the Owner shall accept substitute material at market prices at that time.

**CP PARTNERS LLC**

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**PURCHASER**

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**PURCHASER**

By: \_\_\_\_\_  
**Timothy G. Henderlong/Ryan Fleming**  
CP Partners LLC