

**PURCHASE AND SALE AGREEMENT**

**WINDSOR ESTATES  
527 Salem Street, Lynnfield, Massachusetts**

**AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Windsor Court, LLC, a Massachusetts limited liability company, with a mailing address at 7 Ashley Ct. Lynnfield, MA. 01940 (“Seller”) and \_\_\_\_\_ (“Buyer”).

In consideration of the mutual promises contained in this Agreement, Buyer and Seller hereby agree as follows:

**1. BASIC INFORMATION:**

(a) UNIT \_\_, having a street address of 527 Salem Street (the “Unit”), at Windsor Estates (the “Condominium”) , a condominium to be formed pursuant to Master Deed recorded with the Essex South District Registry of Deeds at Book 29491, Page 273, as amended (the “Master Deed”), together with an undivided percentage interest (the “Percentage Interest”) in the Condominium Common Areas and Facilities (as defined in Section 3, below) and rights and interests set forth in Section 3 below (the “Premises”). The Percentage Interest will diminish as future phases are added to the Condominium in accordance with the terms of the Master Deed. Counsel for Buyer shall have 72 hours to review condominium documents.

(b) SELLER: Windsor Court, LLC  
  
7 Ashley Court  
Lynnfield, MA. 01940

(c) BUYER(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) ESCROW AGENT/BROKER: Coldwell Banker Premier Communities

2. **PURCHASE PRICE: \$xxxxxxx ( xxx Hundred and xxxx Thousand xxxxx Hundred Dollars)**

Total Purchase Price is to be paid as follows:

- A. \$xxxxxx Deposit, to be paid herewith (the \$1,000 deposit previously paid with the Reservation Agreement will be applied to the Purchase Price at Closing).
- B. \$xxxxxx balance due at closing by certified, treasurer's, or bank check or wire transfer.

3. **THE PROJECT.**

The Seller is the developer of the project (the "Project") known as Windsor Estates being constructed on certain land (the "Land") located in Lynnfield, Massachusetts, more particularly described in Exhibit A to the Master Deed. The Project is intended to consist of forty-four (44) unit residential buildings (the "Buildings") being constructed on the Land as an age-restricted (over 55 years-of-age) condominium in phases, each phase of which may include one or more buildings or one or more common areas or facilities or combinations thereof, to serve as an active adult community residential cluster development condominium consisting of a total of forty-four(44) residential units (the "Units") and associated Common Areas and Facilities if all Phases are completed. Without limiting or modifying Seller's rights as Declarant as set forth in Master Deed, Seller as Declarant has the right to modify the order, configuration and timing of the Proposed Phasing Plan and to not complete said Plan.

The Condominium has been created pursuant to the provisions of Chapter 183A of the Massachusetts General Laws (the "Act") by recording the Master Deed of Windsor Estates referenced above and the Declaration of Trust of Windsor Estates Condominium Trust (the "Condominium Trust") a copy of which is recorded with said Deeds at Book 29491, Page 273 establishing the organization of unit owners, which is governed by a Board of Trustees. The Master Deed and the Condominium Trust are hereinafter referred to as the "Condominium Documents."

Capitalized terms used in this Agreement without definition shall have the meanings specified for such terms in the Condominium Documents.

**4. PREMISES.**

The Unit is shown on a plan entitled "Site Plan, Windsor Estates, An Active Adult Community Cluster Development in Lynnfield, MA, (the "Site Plan" as the same may be modified), and will be conveyed together with a percent undivided interest in the common elements of the Condominium and subject to all terms and conditions set forth in the Condominium Documents. At the time of Closing, Seller will cause the Master Deed to be amended to formally incorporate the completed Unit into the Condominium and to record the floor plans for the Unit as required by the provisions of M.G.L. c. 183A.

**5. DEED.**

The Seller shall convey the Premises to the Buyer by a good and sufficient Quitclaim Unit Deed running to the Buyer, and said deed shall convey good and clear record and marketable title thereto, free from liens and encumbrances except:

- (a) provisions of existing building and zoning laws,
- (b) rights and obligations in party walls, whether or not the same are the subject of written agreement;
- (c) such taxes for the then-current period and condominium common area charges for the then current period as are not due and payable on the date of the delivery of such deed;
- (d) any liens for municipal betterments assessed after the date of delivery of deed.
- (e) rights, obligations, easements, encumbrances, rules, regulations and restrictions and all other provisions referred to or contained in the Condominium Documents;
- (f) provisions of the Act and the Condominium Documents including, without limitation, all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium;
- (g) all restrictions, easements, encumbrances and conditions referred to in the Master Deed, Condominium Trust;
- (h) Other rights, easements and restrictions of record pertaining to the Premises so long as the same do not materially interfere with the intended use of the Premises for residential purposes.

**6. INSPECTION OF PREMISES BY BUYER AND PUNCH-LIST ITEMS.**

Buyer may inspect the Premises only at times mutually agreed to in advance by Buyer and Seller. Buyer hereby waives all claims against Seller for any injury or loss resulting from Buyer's presence on the Premises or the Condominium without permission of Seller and agrees to indemnify Seller from any liability for any claims which may be asserted by anyone accompanying Buyer to the Premises without permission from Seller. Notwithstanding the foregoing, Buyer shall have the right to inspect the Premises prior to the day of Closing (the "Preoccupancy Inspection"). Seller shall provide Buyer with oral or written notice of the date and time of such inspections, to take place at any reasonable time and at the reasonable direction of Seller. Buyer shall not be permitted to make any inspection unless accompanied by Seller or its representative. Buyer shall indemnify Seller and hold Seller harmless from all actions, suits, claims, liabilities, losses, damages and costs, including reasonable attorney's fees, arising from either (a) any personal injury suffered, upon entry to the Premises or the Condominium, by Buyer, its mortgage lender and their agents, or other invitees or agents of Buyer, on or about the Premises; or (b) property damage to the Premises caused by such entry, where such entry is made without Seller's permission and/or without being accompanied by Seller or its representative.

**7. CLOSING.**

Seller shall convey the Premises to Buyer at a closing that will take place at the offices of Seller's attorney or at the Essex South District Registry of Deeds, or such other place as may be determined by the parties hereto, prior to \_\_\_\_\_, 2012, unless otherwise agreed, time being of the essence.

**8. ACCEPTANCE OF DEED.**

The acceptance and recording of a deed by the Buyer as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the express terms hereof, to be performed after the delivery of said deed.

**9. TITLE.**

If the Seller shall be unable to give title or to make conveyance or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts, at a cost to Seller not to exceed \$5,000.00, exclusive of costs incurred to discharge any mortgages or municipal liens, to remove any defects in title, deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time of performance hereunder, and therefore the time for performance hereunder shall be extended for a period of thirty (30) days. If, at the expiration of the extended time, the Seller shall have failed to so remove any defects in title, deliver possession, or to make the said Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

Seller may, at the time of delivery of the deed, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances, including mortgages, provided that all instruments so procured are either recorded simultaneously with the delivery of the deed or within a reasonable time thereafter, in conformance with local conveyancing practices.

**10. CONDOMINIUM PRESENTATION**

The Buyer acknowledges that, prior to or as of the date hereof, the Seller has delivered to the Buyer, and the Buyer has read and had an opportunity to discuss with its own attorney, the Condominium Presentation, which contains a copy of the Master Deed of the Condominium, a copy of the Declaration of Trust of the Condominium Trust and the By-laws and Rules and Regulations thereto along with a current budget for the Condominium Association. This Purchase and Sale Agreement and the Condominium Presentation contain the entire agreement between the parties and may be canceled, modified, or amended only by a written instrument executed by both the Seller and the Buyer. The Buyer has relied only upon the information contained herein. No oral warranties, representations or statements shall be considered a part hereof. Information furnished to the Buyer concerning mortgage financing, operating expenses of the Condominium, and real estate taxes for individual units is thought to be reliable, but the Seller does not warrant the accuracy of projections or expectations. The Seller has no way of assuring what valuation or tax rate will be imposed in the future, nor what the maintenance or operating costs of the Condominium will be in the future. Buyer acknowledges and agrees with the foregoing provisions of this paragraph.

**11. POSSESSION.**

Seller shall deliver possession of the Premises to Buyer as of the date of Closing, free and clear of all tenants and other personal property except as mentioned herein. At the time Seller delivers such possession, the Premises will be substantially complete, meaning that the Seller has received a Certificate of Occupancy for the Premises from the Town of Lynnfield.

**12. PRORATIONS.**

All charges for taxes and assessments for the then current year and common assessments and expenses for the then current month and for utilities will be prorated as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, from the Purchase Price payable by the Buyer at the time of delivery of the deed. If the Premises are not separately assessed for real estate tax purposes for the current fiscal year, then Buyer shall pay to Seller the Buyer's pro rata portion of the real estate taxes assessed on the Condominium, based upon such reasonable and equitable basis as may be determined by Seller, with a reapportionment as soon as the new tax rate and valuation can be ascertained. Seller reserves the right to estimate any such expected tax for the purpose of performing the prorations for the Closing.

At closing, Buyer shall pay to Windsor Estates Condominium Trust the following amounts: the Unit's pro-rata, proportionate share of one month of the condominium fee, and a working capital reserve payment equal to two months of the condominium fee.

**13. INSURANCE.**

Seller shall, until closing, keep the improvements on the Premises insured against fire, with extended coverage in an amount equal to the replacement value of such improvements. In case of loss, all sums recoverable from said insurance will be paid or assigned on delivery of the deed to Buyer, unless the Premises will have been previously restored to their former condition by Seller; however, if the loss exceeds twenty percent (20%) of the Purchase Price then either party may, at its option, rescind this Agreement by providing written notice to the other within fourteen (14) days after the determination of the amount of the loss, in which event the Additional Deposit will be returned to Buyer and this Agreement will be null and void and neither party will have any further recourse, rights or duties hereunder.

**14. FINANCING CONTINGENCY.**

None

**15. WARRANTY.**

At closing, Seller shall provide Buyer with a Limited Home Warranty Agreement substantially in the form attached hereto as **Exhibit A**. Seller expressly disclaims and excludes, and Buyer expressly waives, all other warranties either express or implied. Seller's liability, whether in tort or in contract, under any warranty, in negligence or otherwise, is limited to the remedy provided in the Limited Home Warranty Agreement. Under no circumstances will Seller be liable for any special, direct, indirect or consequential damages, including without limitation, any damages based on a claimed diminution in the value of the Premises, except in the case of Seller's fraud or intentional misconduct.

As to items not of Seller's manufacture, such as any air conditioning equipment, furnace, water heater, refrigerator, range, dishwasher and all other appliances, equipment or consumer products as defined by the Federal Trade Commission, Seller shall assign and pass along to Buyer the manufacturer's warranty, if any, without recourse. Seller makes no warranty as to such items. Notwithstanding any of the foregoing to the contrary, in the event that Buyer obtains a VA guaranteed or FHA insured loan, Seller shall provide the standard VA or FHA "Warranty of Completion of Construction in Substantial Conformity with Approved Plans and Specifications" to Buyer.

The warranties set forth in this Agreement are solely for the benefit of the Buyer named herein and do not extend to any subsequent purchaser of the Premises. The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction by nor has he or she relied upon any warranties, representations or statements not otherwise expressly stated or incorporated herein or previously made in writing by the Seller.

**16. CONTINUATION OF CONSTRUCTION WORK.**

Seller shall have the right, both before and after the delivery of the deed of the Premises to Buyer, to continue construction work on Windsor Estates, including, without limitation, other units, buildings, phases, homes, structures, site work, roadways, utilities and common areas and facilities within the Condominium. Buyer acknowledges that such site work and construction

work may include, from time to time and without limitation, drilling, blasting, hammering and/or crushing of rock and/or ledge. Buyer may not refuse to close or to accept delivery of the deed because of such construction work or construction which is the result of Buyer's request for changes or modifications to the Premises. Seller shall, in all events, protect and indemnify Buyer from and against costs and expenses related to mechanics' and materials' liens on the Premises relating to work done or contracted for by Seller. The provisions of this paragraph shall survive the delivery of the deed.

**17. BROKER.**

The parties agree that Coldwell Banker Premier Communities ("Sellers Broker") and , brought about this transaction as the agent of Seller and will be entitled to a commission of % from the Seller if, as and when a closing of sale is consummated and the full Purchase Price is paid and the Deed is recorded, and not otherwise. If any claim on behalf of any other broker or agent, other than the Broker(s) identified above, is made or upheld, then the party against or through whom such claim is made, shall defend, indemnify and hold the other harmless against any damages, costs or expenses in any way attributable to such claim, including, without limitation, reasonable attorneys' fees.

The Broker(s) named herein warrant(s) that they are duly licensed brokers as such by the Commonwealth of Massachusetts. The Broker(s) named herein join(s) in this Agreement and become(s) a party hereto, insofar as any provisions of this Agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

**18. DEFAULT.**

In the event that Buyer defaults under this Agreement, Seller shall retain the Deposit and the Additional Deposit as reasonable liquidated damages and neither Seller nor Buyer shall have any further recourse, rights or duties under this Agreement and this shall be Seller's sole remedy at law or in equity.

In the event that Seller defaults under this Agreement, all of the conditions to be met by Buyer having been satisfied, then Buyer's sole remedies at law or in equity will be to either (a) seek specific performance of the Agreement; (b) rescind this Agreement in writing, in which event the Deposit and the Additional Deposit will be returned to Buyer and neither party will have any further recourse, rights or duties hereunder, or (c) elect to proceed with said sale, as though all of the conditions to be met by Seller had been satisfied by the Seller without any further liability to Seller and without any reduction in the Purchase Price or credit to the Buyer. In no event will the Seller be liable beyond such remedy so elected by the Buyer, or for enhanced or consequential damages. In the event of a law suit among the parties hereunder, arising either prior to or subsequent to Closing, such action being initiated by either Buyer or Seller, the party against whom judgment in such action is made shall reimburse the other party for all reasonable legal fees and expenses.

**19. DEPOSIT AND ESCROW AGENT.**

All deposits made hereunder shall be held in escrow by the Broker named above as Escrow Agent, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the Escrow Agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by the Seller and the Buyer or by court order. Interest on the deposit shall not be paid or credited to Buyer either at closing or upon the earlier termination of this Agreement.

**20. ON-SITE SEWAGE DISPOSAL SYSTEM (SEPTIC SYSTEM).**

Seller has disclosed to the Buyer that an on-site sewage disposal system (the "System") is located on the Land, and that the provisions of Title 5 of the State Environmental Code, 310 C.M.R. §§ 15.00 et seq. as it may be amended from time to time (the "Title 5 Regulations") require the System to be inspected by an inspector approved by the Massachusetts Department of Environmental Protection ("DEP") within designated time frames prior to the closing date hereunder. System has been approved and certificate of compliance is on file.

Buyer further understands and agrees that all future costs and expenses incurred in the operation, testing, maintenance, repair, upgrade and/or replacement of the septic system will be the responsibility of the Condominium and will be assessed to Buyer along with other common area expenses in accordance with the terms of the Condominium Documents.

**21. AGE RESTRICTION AND CONDOMINIUM DOCUMENTS.**

Buyer acknowledges and agrees that he/she/they have read the Master Deed and Declaration of Trust and other documents in the Condominium Presentation, and affirmatively state that he/she/they understand that Windsor Estates, an Active Adult Community Cluster Development, is a condominium development to be conveyed, leased or rented only to individual grantees or tenants at least one of whom is fifty-five (55) years of age or older, and further agree(s) to all of the terms and conditions for tenancy and use of condominium as set forth in the Master Deed and Declaration of Trust. Buyer understands and agrees that it will be required to provide sufficient documentation to Seller, and subsequently to the Condominium Trust, to demonstrate compliance with the over-55 restriction.

**22. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

The Seller shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the Town of Lynnfield stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

**23. OPTIONS AND UPGRADES.**

A. Base Upgrades.

Seller agrees that the Unit will be delivered at closing with the additional options and upgrades specified in **Appendix B**. Deposit shall be non-refundable, except in the case of Seller's failure to perform its obligations under the Agreement. . Seller agrees to complete all such work in a good and workmanlike manner and to use commercially reasonable efforts to complete the same by the Closing Date, subject however to delays caused by events beyond the control of Contractor, including without limitation, the unavailability of utilities despite Contractor's reasonable efforts to provide same, the failure of any subcontractor or supplier to perform the Work or supply material and to delays attributable to the Owner. Buyer specifically acknowledges that Seller's ability to meet the Closing Date is subject to Owner's adherence to the timeframes for selection of finishes, colors, appliances, etc. All such work shall be subject to the provisions of the Limited Warranty included as Exhibit A.

**24. HOME SALE CONTINGENCY**

None

**25. MISCELLANEOUS.**

- (a) If Buyer is more than one person, then their liability under this Agreement will be joint and several.
- (b) The interpretation of this Agreement, and the rights and obligations of the Buyer and Seller hereunder, will be governed by the laws of the Commonwealth of Massachusetts.
- (c) Buyer shall not assign this Agreement without the express written permission of the Seller, which permission Seller may in its sole discretion deny.
- (d) The provisions and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns. Modification or amendment to this agreement may only be by written instrument executed by both the Seller and the Buyer.
- (e) All of the representations, statements and agreements heretofore made between the parties are merged into this Agreement, which alone fully and completely expresses their respective obligations, and this Agreement is entered into by each party after opportunity for investigation, neither party relying upon any statements or representations not embodied in this Agreement made by the other or on his behalf.

- (f) Acceptance of the deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation of Seller herein contained, except such obligations as are, by the terms hereof, to be performed after the delivery of said deed, such items only to survive the delivery of the deed hereunder.
- (g) Seller reserves the right to negotiate and accept additional back-up offers for the purchase and sale of the Premises, subject to this Agreement. If Buyer defaults or should this Agreement be terminated for any reason, then, in addition to any remedy provided herein, Seller shall have the right to proceed with the sale of the Premises pursuant to any back-up offers or agreements.
- (h) Buyer shall not record this Agreement in the Essex South Registry of Deeds or at any other public recording office. If any such recording is made by Buyer or its agents, Buyer will be in default of this Agreement, in which event it is voidable by Seller and Seller will be entitled to its remedies herein.
- (i) Buyer further agrees to be subject to and bound by all Rules and Regulations that may be properly promulgated by Windsor Estates Condominium.

**NOTICE: THIS DOCUMENT IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

IN WITNESS WHEREOF, the parties execute this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.

**Windsor Court, LLC (Seller)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**Buyers:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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Witness

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Date

**Broker and Escrow Agent:**

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Witness

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Jane Lane

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Date

Coldwell Banker Premier Communities

## EXHIBIT A

### To Purchase & Sale Agreement Windsor Estates

This Limited Warranty (the "Warranty") is provided by Windsor Estates, LLC, 7 Ashley Court, Lynnfield, MA 01940 (the "Seller") to \_\_\_\_\_ (the "Buyer") for Unit \_\_\_ at Windsor Estates, 527 Salem Street, Lynnfield, MA 01940 (the "Premises" or "Home"). This Limited Warranty is also given to Windsor Estates Condominium Trust (the "Trust"), but only to the extent of, and with respect to, those components of the Premises for which the maintenance repair and replacement is the responsibility of the Trust. This Limited Warranty is extended to the above-named Buyer only and is not transferable to, or enforceable by, any succeeding transferees or purchasers; provided, however, that in the event of the sale or transfer of the Premises by Buyer, this limited warranty shall remain in effect for the benefit of the Trust, for the balance of the Term of Coverage, but only to the extent of, and with respect to, those components of the Premises for which the maintenance, repair and replacement is the responsibility of the Trust.

Subject to the terms of this Limited Warranty, your Home is warranted for one (1) year against substantial nonconformity, with respect to both materials and workmanship, as relates to a) the structural components of your Home; b) the electrical, plumbing, and HVAC systems in your Home; and c) all other interior and exterior components of your Home. This Limited Warranty is given in lieu of any other warranties expressed or implied, oral or written; is limited in duration; and specifically excludes any liability for consequential or incidental damages.

#### **TERM OF COVERAGE**

The term of the various coverage under this Limited Warranty begins on the date of the conveyance of title to the Buyer (the "Date of Warranty"). Provided that written notice is received by Seller during the term of the Limited Warranty coverage, specifying exactly the defect being reported, and provided that Buyer has complied with all reasonable service policy requirements and/or procedures adopted by Seller, Seller's Limited Warranty will include the following coverage:

#### **COVERAGE**

1. **Structure:** For a period of one (1) year after the Date of Warranty the internal structural components of your home, which are not covered by other provisions of the Limited Warranty, will be free of substantial defects in materials and workmanship. Such structural components include footings and foundations, beams, girders, lintels, columns, bearing walls and partitions, roof framing systems, and floor framing systems.
2. **Electrical, Plumbing and HVAC Systems:** For period of one (1) year after the Date of

Warranty the electrical, plumbing, and HVAC systems of your home will be free of substantial defects in material and workmanship. Manufacturers' recommendations must be followed, or this section of the Warranty will be void.

**A. Electrical System:**

The electrical system, excluding light bulbs, is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. All wiring that is not capable of carrying the designated load to switches, receptacles and equipment; all circuit breakers and panels; and all switches, fixtures, outlets and ground fault circuit interrupters that do not operate as intended are covered by the Limited Warranty.

**B. Plumbing System:**

The plumbing system is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. Leaky valves and faucets; water hammer; interior drain, waste, vent and water pipes not adequately protected to prevent freezing and bursting during normally anticipated cold weather; leaks in any waste, vent or water piping; sanitary sewer lines, fixtures, and waste or drain lines that do not operate or drain properly due to improper construction; and defects in any service connections to the municipal water main or private water supply are covered by the Limited Warranty.

**C. HVAC System:**

The HVAC system is warranted against defective materials and workmanship, except where failure in the system is caused by alteration or improper operation or use by Buyer or Buyer's agent. Seller warrants your heating system to be capable of heating your home to a temperature of 70-degrees Fahrenheit, as measured in the center of the room, at a height of five (5) feet above the floor, when the outside temperature is 0-degrees Fahrenheit or higher. Seller warrants your air conditioning system to be capable of maintaining a temperature of 78-degrees Fahrenheit, as measured in the center of the room, at a height of five (5) feet above the floor, under local outdoor summer design conditions. When the outside temperature exceeds 95-degrees Fahrenheit, the system shall maintain the inside temperature 15 degrees cooler than the outside temperature. Seller also warrants that all ductwork in unheated spaces, exclusive of the basement, shall be insulated; ductwork shall be intact and securely fastened; and refrigerant lines shall not leak.

**3. Other Components of Your Home:**

**A. Basement:**

Seller will remedy conditions of water actually trickling through walls or seeping through the floors for one (1) year. Should a water trickling or seepage problem occur, Seller shall correct the problem in whatever manner it deems appropriate in its sole discretion including, but not limited to, the installation of a sump pump. It is not possible to keep concrete from cracking, due to the nature of the material. Shrinkage cracks are not unusual and are inherent in the curing process. Seller shall not be required to repair any cracks in

foundation walls, unless they are greater than 1/4" in width or they are actually allowing water to leak into the basement. In such event, Seller shall repair such non-structural cracks that are not leaking by surface patching. Seller shall repair cracks that are leaking by injecting a water-proofing material into the crack.

Damp basement walls or floors in a new home is common and is typically caused by condensation. Seller shall not be responsible for the installation of a dehumidifier that may be necessary to reduce such condensation. Seller shall not be responsible for leaks caused by improper landscaping installed by Buyer and/or the Trust or by the failure of the Buyer and/or the Trust to maintain positive drainage away from the foundation. Leaking caused by rainfall greater than three inches in one occurrence, or by the equivalent in melting snow, is excluded from the provisions of this Limited Warranty.

**B. Concrete Floors:**

Seller shall repair all cracks in interior concrete slabs that exceed 1/4" in width or 3/16" in vertical displacement, which occur within one (1) year after the Date of Warranty, by filling, chipping out and surface patching, or other suitable method. Efflorescence on basement floors is considered a normal condition and does not require any action by Seller.

**C. Roofing, Gutters and Downspouts:**

For one (1) year after the date of Warranty, Seller warrants the roofing and flashing to be free of leaks that occur under normal weather conditions and warrants that shingles shall not blow off under wind velocities less than the manufacturer's standards or specifications. It shall be the responsibility of the Trust to ensure that gutters and downspouts are free of leaves and debris and that roof areas are free of excessive accumulations of snow and ice, both of which conditions are beyond Seller's control and may cause leaks that are not warranted against by seller. Similarly, Seller shall not be responsible for leaks caused by ice dams that are not the result of improper installation of attic insulation. Clogged gutters and downspouts can create ice dams and can otherwise create leaks that are not warranted against by Seller. Seller shall have guards installed on all gutters to minimize the collection of leaves and other debris; however, it shall be the responsibility of the Trust to inspect the gutters to ensure that the guards are operating properly. For one (1) year after the date of Warranty, Seller warrants gutters and downspouts against leaking and looseness, but only insofar as they are kept free of leaves and other debris by others.

**D. Siding**

For one (1) year after the Date of Warranty, Seller warrants the siding and trim to be installed properly and to not leak, bow, buckle, warp or split. The siding manufacturer provides a lifetime warranty with respect to the siding material.

**E. Insulation:**

Seller warrants that insulation shall be installed around all habitable areas in thicknesses, R-value, and in a manner required by The Massachusetts State Building Code, unless the architectural plans specify a greater thickness or R-value.

**F. Floor Sheathing and Joists:**

For one (1) year after the Date of Warranty, Seller will refasten any loose subfloor or take other corrective action to reduce squeaking to the extent possible, within reasonable repair capability, and without removing the floor and ceiling finishes. A totally squeak-proof floor cannot be guaranteed.

**G. Wall and Ceiling Framing:**

For one (1) year after the Date of Warranty, Seller will repair any interior or exterior frame wall or ceiling that is bowed more than 3/8" within any 32-inch horizontal measurement; or more than 1/2" within any 8-foot vertical measurement.

**H. Windows:**

For one (1) year after the Date of Warranty, Seller will repair or replace any windows or window sashes that become inoperable, or that lose their seal between the double panes, so long as the problem requiring repair or replacement was not caused by Buyer's misuse or damage or damage caused by others. The window manufacturer provides a lifetime warranty.

**I. Interior and Exterior Doors:**

For one (1) year after the Date of Warranty, Seller will repair or replace any interior or exterior doors that do not properly close and fit that do not open and close freely without binding against the doorframe; where the lock bolt does not properly operate; where the door drags on the floor surface, or where there is an excessive opening at the bottom of the door.

**J. Drywall:**

For one (1) year after the Date of Warranty, Seller will repair all cracks, nail pops, nail dimples, cracked or exposed corner bead, trowel marks, excess joint compound, or blisters in drywall tape. Painting will be touched up to match as closely as possible, provided that the original paint is a standard in the project and has not been repainted with some other color. Hairline cracks are not unusual, and the repair of cracks not exceeding 1/16-inch in width is not required under the applicable Construction Performance Guidelines; nonetheless, Seller agrees to repair hairline cracks once, and recommends that such hairline cracks all be addressed at the end of the one-year Limited Warranty coverage.

**K. Porcelain or Ceramic Tile, Marble, or Stone:**

For one (1) year after the Date of Warranty, Seller will replace any cracked tiles, marble, or stone as well as re-secure any loose tiles, marble or stone. Seller shall also repair grouting one time only within the first year of the Limited Warranty coverage. Hairline cracks in grout are normal and will not be repaired by Seller. It shall be Buyer's responsibility to seal and maintain sealing of the grout to prevent staining.

**L. Carpeting:**

For one (1) year after the Date of Warranty, Seller will repair or replace any defective carpeting, such as carpeting that does not meet at the seams, that stretches and

loosens, or that separates from the point of attachment.

**M. Hardwood Flooring:**

For one (1) year after the Date of Warranty, Seller will repair or replace any defective hardwood flooring. Hardwood floors that swell or buckle will be replaced. Shrinkage and separation of floor boards is normal, and cracks will be repaired by filling and refinishing to match the wood surface as closely as possible. While the repair of cracks not exceeding 1/8-inch in width is not required under the applicable Construction Performance Guidelines, Seller agrees to repair such cracks once, and recommends that such cracks all be addressed at the end of the one-year Limited Warranty coverage.

**N. Counter Tops:**

For one (1) year after the Date of Warranty, Seller will repair or replace any defective laminate coverings that delaminate or that separate at seams. Bubbling or scorching caused by hot objects is not covered under this Limited Warranty. Seller shall replace any granite counter tops that crack within the Limited Warranty coverage term, so long as such crack was not caused by Buyer's abuse. Separation of the countertop from the wall caused by shrinkage or settlement shall be caulked by Seller once, and it is recommended that such caulking be addressed at the end of the one-year Limited Warranty coverage.

**O. Interior Trim:**

For one (1) year after the Date of Warranty, provided that the original paint is a standard in the project and has not been repainted with some other color. Seller will repair or replace any defective molding and wainscoting that has split, cupped, warped, etc., or that has joints that are excessive in width. In most instances, caulking will be the acceptable remedy for shrinkage and the corresponding opening of joints, or the spaces between the molding and the wall. As Seller will caulk and touch-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.

**P. Painting:**

For one (1) year after the Date of Warranty, Seller will repaint any surfaces where the initial paint flashes or where excessive knot & wood oils bleed through the finish paint surface. Additionally, Seller will touch up the paint whenever repairs are made to drywall and interior trim. As Seller will caulk and touch-up paint once, it is recommended that such caulking and touch-up painting be addressed at the end of the one-year Limited Warranty coverage term.

**Q. Fireplace and Chimney:**

For one (1) year after the Date of Warranty, Seller will repair or replace any defective fireplace, fireplace surround, fireplace mantle, or fireplace chimney. Occasionally, high winds can cause temporary negative drafts. Negative drafts (also referred to as "down drafts") can also be caused by trees, steep hillsides, adjoining homes, or even the operation of your furnace. In some cases, it may be necessary to open a window slightly to create an effective draft. Since negative draft conditions can be temporary, it may be necessary for Seller to observe the operation of the fireplace under differing conditions. Seller shall take

the necessary steps to correct any down-draft problem caused by the improper construction of the fireplace. Seller shall replace or repair any loose or broken cultured stone on the exterior of the chimney and grout or caulk any excessive joints.

### **MANUFACTURERS' WARRANTIES**

The Seller assigns and transfers to Buyer any and all manufacturers' warranties, including, but not limited to, those warranties appertaining to all appliances, water heaters, plumbing piping, HVAC equipment, cabinets, roofing, windows, siding, decking, railing, etc. At the closing, Seller will provide Buyer, and/or the Trust, with all documentation and warranty cards related to such manufacturers' warranties. Such warranties may include a specific procedure that must be followed to make the warranty effective, which may require notification or registration by you to the manufacturer, or may require that you mail the warranty card to the manufacturer. It shall be Buyer's responsibility to mail any such warranty cards or do whatever else is required by the manufacturer to register the appliances, equipment, or other items in accordance with any manufacturer's requirements. Any failure, on the part of Buyer, to follow such procedures shall not give rise to any expressed or implied warranty from Seller with respect to such appliances, equipment and other items otherwise covered by the manufacturers' warranties. It shall also be Buyer's responsibility to maintain, operate, and service any such appliances, equipment, and other items, covered by the manufacturers' warranties assigned to Buyer by Seller, as required by any such warranties.

Note: The Seller does not warrant the installation of any appliance; however, Seller will act as intermediary to assist Buyer in the resolution of any warranty issues related to appliances that Buyer purchased through Seller.

### **EXCLUSIONS FROM COVERAGE**

Seller specifically does not assume responsibility for any of the following, items, each of which explicitly excluded from this Limited warranty:

1. Defects in appliances or equipment that are covered by manufacturers' warranties. As these warranties have been assigned directly to you, each manufacturer's claim procedure must be followed where a covered defect appears in any of those items. Seller will assist Buyer in the corresponding claims procedure to the reasonable extent possible;
2. Pre-existing defects in items supplied by you or defects in items installed by you or anyone else other than Seller's own subcontractors. Seller shall not be responsible for work performed by Seller's subcontractors, when such work was commissioned and paid for directly by you to such subcontractors;
3. Work done by Buyer or anyone other than Seller or Seller's subcontractors acting at Seller's direction;
4. Loss or damage resulting from abnormal loading on floors by the Buyer that exceeds design loads mandated by the Massachusetts Building Code;
5. Damage from plumbing and fire sprinkler piping and fittings that burst or otherwise leak as the result of the Owner's failure to adequately heat the home;
6. Outside hose bibs and associated piping that burst from freezing;

7. Any damage from leaks that result from your negligence or your failure to take remedial action in a timely manner;
8. Damage due to ordinary wear and tear, abusive use, misuse or lack of proper maintenance of your home or its component parts or systems;
9. Consequential or incidental damages and any loss or damage that Buyer has not taken timely action to minimize;
10. Costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair;
11. Any claims not filed by Buyer in a timely manner and in accordance with the Warranty Service Procedures set forth by Seller;
12. Loss or damage resulting from acts of God or force majeure;
13. Insect damage that occurs after you take title to your home;
14. Mildew or fungus that appears after you take title to your home except when caused by otherwise defective or negligent workmanship by the builder;
15. Insignificant defects that are the result of characteristics common to materials used, such as, but not limited to, minor shrinkage, warping and deflection of wood; hairline cracks, nail pops and dimples in drywall; fading, chalking and checking of paint; shrinkage cracks in concrete, masonry cement and tile grout; and color variations in concrete, carpet, granite counter tops, ceramic tile, and hardwood flooring;
16. Conditions resulting from condensation on, or normal expansion or contraction of materials;
17. Infiltration of wind-driven rain and snow into roof vents, soffit vents, and under garage doors;
18. Roof leaks caused by ice dams, ice or snow build-up, or high winds or driven rain;
19. Minor squeaks in floors;
20. Minor nail holes in exterior trim and in unfinished rooms or closets;
21. Wood doors that stick during occasional periods of high humidity;
22. Condensation collecting on window frame and glass surfaces when temperature differences are present;
23. Shrinkage cracks in concrete;
24. Deterioration, spalling, scaling, or pitting in concrete caused by salt, chemicals, mechanical implements or other factors beyond Seller's control;
25. Minor splits, cracks, checking, surface defects or color/texture irregularities in natural building materials such as wood, stone and concrete.
26. Occasional or temporary down drafts in the fireplace chimney not caused by improper installation of the fireplace or chimney, or malfunctions due to natural causes beyond Builder's control;
27. Glass breakage;
28. Basement bulkheads;
29. Noises in plumbing system due to water flow and pipe expansion;
30. Clogging of A/C condensate lines;
31. Minor noises caused by the expansion and contraction of HVAC ductwork;
32. Condensation on piping;
33. Finishes on light fixtures;

In addition, the following defects will be corrected by Seller ONLY IF: 1) they represent substantial non-conformity with the applicable construction standards and 2) they are noted in writing on the Pre-Occupancy Punch-List Form:

1. Defects in the appearance of interior and exterior finished surfaces on appliances, plumbing fixtures, counter tops, cabinets, window frames and glass, mirrors, flooring, walls, woodwork, etc.;
2. Scratches and chips in porcelain tile, ceramic tile, glass, kitchen and vanity counter tops, and plastic surfaces;
3. Scratches, rubs, and dents in metal painted and unpainted surfaces,;
4. Tears, gouges, cuts and dents in vinyl surfaces;
5. Stains and irregularities in carpet and all other surfaces;
6. Scratches, chips, dents, splits, mars, rubs, and abrasions in woodwork, hardwood floors, built-ins and cabinet surfaces;
7. Scratches, dents, gouges, rubs, mars and other irregularities in decorative columns or in drywall surfaces;
8. Tears, runs, or other irregularities in window screens;
9. broken glass or minors;
10. Loose screws, nuts or bolts; and
11. Missing items

The Third Edition of the Residential Construction Performance Guidelines, published by the National Association of Home Builders, as well as with the Sixth Edition of The Massachusetts State Building Code is to be used as the guidelines for coverage under this Limited Warranty. The structural defect warranty coverage is the same as that contained in regulations of the Department of Housing and Urban Development in effect on the Date of Warranty.

### **IMPLIED WARRANTIES**

All implied warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose and habitability, with respect to the Premises, are limited to the warranty periods set forth above in the "Coverage" section.

### **NO OTHER WARRANTIES**

This Limited Warranty is the only warranty Seller will provide. Seller makes no warranties other than those described above. Seller's obligations under this Limited Warranty are limited to making the necessary repairs in a workmanlike manner.

### **CLAIMS PROCEDURE**

If you become aware of a defect as to either material or workmanship, which you believe is covered under this Limited Warranty, you should promptly notify Seller, in writing, by submitting a completed Warranty Service Request form to Seller at the address appearing at the bottom of this Limited Warranty. A copy of the required Warranty Service Request form is attached to this document. In completing the Warranty Service Request form, you should briefly describe the defect and advise Seller as to which days or times you would typically be

available at home, so that Seller can schedule a service call appropriately. In the event of a problem of an emergency nature (for example, if a pipe bursts, or if you have no heat) you should telephone Seller immediately, at the number listed below or at a different 24-hour emergency telephone number subsequently provided to you by Seller. Only service requests of an emergency nature will be accepted over the telephone. Seller shall not be required to respond to any warranty service requests that are inconsistent with the above claims procedure.

### **SERVICE PROCEDURE**

Upon receipt of a Service Warranty Request, Seller shall promptly notify you as to whether such defect is covered by this Limited Warranty, and, if the defect is so covered, Seller shall repair or replace the defective item component at no cost to you. Seller may decide, in its sole discretion, whether any minor or cosmetic defects discovered subsequent to closing and prior to the six-week post-occupancy walkthroughs should be addressed immediately or during the six-week post occupancy punch-list procedure. At Seller's discretion, any repairs or replacements will be accomplished either by Windsor Estates, LLC (the "Builder") directly, or by Builder's subcontractors, and either such party may, in their discretion, decide whether to repair or replace the defective item or component, in order to bring it into compliance with the applicable warranty performance guidelines. Seller shall use reasonable efforts to complete routine covered warranty service work within thirty (30) dates after receipt of a written Warranty Service Request from buyer, subject to delay caused by weather, labor shortages, material shortages, and other factors beyond Seller's control.

### **BUYER'S COOPERATION**

Buyer must cooperate with Seller, Builder, or Builder's subcontractors by being available during normal working hours, Monday through Friday, 7:00 a.m. through 4:00 p.m., to provide access to workmen. Additionally, Buyer, or Buyer's responsible representative, must be present in the home during the repair or replacement work to approve the repair or replacement, in writing, once completed. Buyer's continued failure to provide such cooperation shall absolve Seller of any further obligation to make the requested repair or replacement.

### **SEVERABILITY**

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

Date of Warranty: \_\_\_\_\_

#### **Seller:**

Windsor Court, LLC  
7 Ashley Court  
Lynnfield, MA 01940

\_\_\_\_\_

Date\_\_\_\_\_

**Buyer(s):**

\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_

Date\_\_\_\_\_

