

## SPECIFICATIONS

### FOR

#### 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, and 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.

##### 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.

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:** Hydroseed the entire yard unless sod is needed for erosion control. Trees and plantings per the Covenants and Restrictions for the development. Sprinkler systems will be included.

**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 basement 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.

**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 – R22  
Flat Ceiling - R40  
Cathedral ceiling - R30  
Basement or crawl space - R11

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

**EXTERIOR SIDING:** Double 4 Vinyl with .042 nominal panel thickness. 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:**

**Ceramic:** 8"x8" tiles 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  
**Laminate, Wood, Other:** Not Standard. Numerous choices available from showroom selections.

**WINDOWS:** White Vinyl Windows Double Pane Low E glass with internal grills (front elevation only).

**EXTERIOR DOORS:** Sash Door steel door. Choice of style from showroom selections.

**GARAGE DOOR:** Paneled insulated steel Garage Door with opener and 2 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 solid core stained pine 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 areas taped and floated smooth. Garage walls and ceiling drywalled and painted.

**PLUMBING:**

Kitchen sink – 18 gauge stainless steel double bowl with Delta 440 faucet and 1/2 HP disposal.  
Free-standing utility sink in laundry room  
1 HP Sump pump for Footing Tile  
Sill cocks – 2  
One (1) 50 Gallon water heater

**Master Bath:**

Vanity Faucet(s): Delta 540 Chrome  
Shower Faucet: Delta 1324 Chrome  
Tub/Whirlpool Faucet (if applicable): Delta 2730 Chrome  
White or Bisque Fiberglass Shower sized per plan (Shower door not included)  
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 540 Chrome  
Tub/Shower Faucet: Delta 1322 Chrome  
White or Bisque Fiberglass 5' Tub/Shower (Shower door not included)  
White or Bisque 1.6 gallon elongated stool

**Half Bath:**

Vanity Faucet: Delta 540 Chrome  
White or Bisque 1.6 gallon elongated 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 22 Cubic Foot w/Top Mount Freezer

**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

(2) GFCI exterior receptacles

Electric smoke detectors on each floor and each bedroom including basement – 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 inch direct vent fireplace with ceramic surround and wood mantle.

**DRIVE:** 17' wide driveway, 4" nominal thickness with wire mesh.

**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.

**DECK:** 12 x 16 Concrete Patio.

**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, lightening, 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**

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**PURCHASER**

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