

**CRUGNALE HERON CREST, LLC
PURCHASE AND SALE AGREEMENT**

**Law Offices of Peter T. Clark, P.C.
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Mansfield, MA 02048
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This ____ day of _____, 2015

1. PARTIES

Crugnale Heron Crest, LLC, a Massachusetts limited liability company having a principal place of business at 214 Rumford Avenue, Suite 102; Mansfield, Bristol County, Massachusetts 02048 hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

Unit No. _____ (the "Unit") of the Heron Crest Condominium (the "Condominium"), created pursuant to Massachusetts General Laws Chapter 183A (the "Act") by Master Deed dated February 16, 2006 and recorded with the Bristol County Northern District Registry of Deeds (the "Registry") in Book 15631, Page 167, as amended (the "Master Deed"), together with (a) an undivided _____ percentage interest in both the common areas and facilities of the Condominium and the Heron Crest Condominium Trust (the "Trust") through which the Condominium is managed and regulated, (b) the exclusive right to use the parking spaces located in the garage and on the driveway associated with the Unit, subject to the Rules and Regulations established by the Trust, and (c) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed, the By-Laws of the Trust, and any administrative rules and regulations adopted pursuant thereto (collectively, the "Condominium Documents"). The above-described Premises are a portion of those conveyed to the SELLER by the Assignment of Development/Phasing Rights dated October 24, 2014 and recorded with said Registry in Book 21953, Page 76.

3. BUILDINGS STRUCTURES, IMPROVEMENTS FIXTURES

Included in the sale as part of the Unit are the fixtures belonging to the SELLER and used in connection therewith or provided by the SELLER in accordance with the specifications attached as Exhibit ____, but excluding any personal property not permanently attached or installed in the Unit. The extent to which any of such fixtures belong to the SELLER are governed in part by the provisions of the Condominium Documents.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except;

- a. Provisions of existing building and zoning laws;
- b. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- c. Any liens for municipal betterments assessed after the date of the closing;
- d. Any assessments due to the Condominium for services provided or to be provided after the Date of Closing;
- e. All easements, restrictions and encumbrances referred to in the Condominium Documents, **including specifically that at least one (1) unit owner and primary occupant of the Unit must be at least fifty-five (55) years of age or older as of the Date of Closing.**
- f. Easements, restrictions and reservations of record, if any so long as the same do not prohibit or materially interfere with the current use of said premises as a condominium unit.

5. PURCHASE PRICE

The agreed purchase price for said premises is _____ DOLLARS of which

\$ _____ have been paid with Offer to Purchase

\$ _____ have been paid as a deposit this day and

\$ _____ is due for upgrades or change-orders to be paid in full at the time the parties sign a Change Order Agreement. Change order or upgrade materials will not be ordered and work will not commence until all parties sign and pay the amount due under any Change Order Agreement. Change order amounts are non-refundable under any circumstance.

\$ _____ are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check or wire transfer if requested by SELLER.

\$ _____ TOTAL

6. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at _____ o'clock P.M. on the _____ day of _____, 2015, at the office of Lender's counsel if located within ten (10) miles of Mansfield, Massachusetts and provided that Lender's Counsel agrees to record and disburse SELLER's proceeds on the same business day or the Attleboro satellite office of the Bristol County Northern District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

7. POSSESSION AND CONDITION OF PREMISES.

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed and the clearance of all purchase money funds (if paid by check) or written (e-mail or facsimile) confirmation of wire transfer, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof, and (d) broom clean and free of all debris and abandoned personal property. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title 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 not exceeding ½ of 1% of the sale price to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provision hereof, as the case may be in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) days. BUYER shall be responsible for storage of their personal belongings and alternate housing arrangements during any extension period.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the 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 all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

10. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

a. pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

b. if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

11. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee 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 terms hereof, to be performed after the delivery of said deed.

12. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or in accordance with customary conveyancing practice in Bristol County, Massachusetts.

13. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended coverage	
(b) Builders Risk Insurance	As presently insured

14. ADJUSTMENTS

Water and sewer use charges and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. BUYER shall be required to make a payment equal to two (2) months of monthly common area fees to the Condominium as a deposit to the Condominium's Reserve Fund.

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes if not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. SELLER and BUYER shall execute a real estate tax apportionment agreement at closing if the premises is not individually assessed.

16. BROKER'S FEE

A broker's fee for professional services per the MLS listing agreement is due from the SELLER to _____, to be paid as agreed only as, if and when the sale is consummated by payment of full purchase price and deed is recorded.

17. BROKER(S) WARRANTY

The Brokers named herein, _____, warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.

18. DEPOSIT

All deposits made hereunder shall be held in escrow by the Law Offices of Peter T. Clark, P.C., 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 final order by a court of competent jurisdiction. SELLER agrees to waive any conflict of interest that may arise, and BUYER agrees not to seek to disqualify the Law Offices of Peter T. Clark, P.C., due to its representing SELLER while also serving as escrow agent hereunder. The Law Offices of Peter T. Clark, P.C. shall have no liability as escrow agent, other than for that caused directly by its willful misconduct or gross negligence, and all such liability shall be limited to the amount deposited with the Law Offices of Peter T. Clark, P.C. hereunder. The Law Offices of Peter T. Clark, P.C. shall not be obligated to take any action or to refrain from any action hereunder until indemnified to its satisfaction by BUYER and SELLER. Wherever a dispute arises between any parties hereto, the Law Offices of Peter T. Clark, P.C., may pay over to a court of competent jurisdiction all documents and/or amounts held by it hereunder whereupon its obligations as escrow agent shall cease.

19. BUYER'S DEFAULT, DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, the SELLER shall retain all deposits made hereunder by the BUYER as liquidated damages and this shall be the SELLERs sole remedy at law and equity.

20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the Limited Warranty Agreement attached hereto as Exhibit _____. SELLER shall not have any liability for the accuracy of any listing or marketing materials or for the representations of any broker unless said representation is expressly incorporated into this Agreement in writing.

22. MORTGAGE CLAUSE

BUYER is free to obtain financing from a mortgage lender should they choose to do so. This Agreement is expressly NOT CONTINGENT upon the approval of financing for the BUYER. SELLER discloses to the BUYER that until three (3) of the four (4) Units in the subject phase are sold, any mortgage will not be warrantable to the Federal National Mortgage Association (FannieMae) and should be a portfolio loan.

23. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts is to be construed as Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER, if two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

24. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

25. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of delivery of the deed, deliver an original certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

26. ADDITIONAL PROVISIONS

The initialed riders, addendum and plans, if any, attached hereto, are incorporated herein by reference.

See Addendum A attached hereto.

See Building Elevation Plans attached as Exhibit ____; Floor Plans as Exhibit ____; Specifications attached as Exhibit ____; and the Limited Warranty Agreement attached as Exhibit ____.

Copies of each of the foregoing have been initialed and dated by both BUYER and SELLER and are specifically incorporated herein.

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

DATE: _____, 2015

DATE: _____, 2015

**Crugnale Heron Crest, LLC, a Massachusetts
limited liability company**

BUYER:

By: Marco Crugnale, its Manager

BUYER:

ADDENDUM A

PURCHASE AND SALE AGREEMENT BY AND BETWEEN CRUGNALE HERON CREST, LLC (SELLER) AND _____ (BUYER) FOR THE PROPERTY KNOWN AS UNIT _____, HERON CREST CONDOMINIUM, 631 EAST STREET, MANSFIELD, MASSACHUSETTS 02048.

1. All reasonable efforts shall be made in order to insure that the closing is scheduled to allow for the recording of the deed conveying title to **BUYER** on the same date of the closing and in no event, later than one business day after papers pass. **BUYER** shall not be permitted occupancy of the premises until the deed is recorded and payment of full purchase price cleared through SELLER's depository bank (if by check) or written confirmation that funds have been wired and received by SELLER's depository Bank. All SELLER proceed checks will be given to SELLER's attorney to hold in escrow until the deed is recorded.

2. In order to facilitate the execution of such documents extending the time for the performance of any event or of any notice that may be given under this agreement, each of the undersigned hereby authorizes his or her respective attorney to assent and execute on that party's behalf, any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement. Electronic mail and/or facsimile signatures are acceptable and binding.

3. The parties agree that any matter or practice arising under or relating to this Agreement which is the subject of a title standard of the Real Estate Bar Association of Massachusetts at the time of closing hereunder shall be covered by said title standard to the extent applicable.

4. **NOTICES**

All notices required or permitted to be given hereunder shall be in writing and delivered by hand, fax, or mailed postage prepaid, by registered or certified mail, return receipt requested, or by facsimile or email:

in the case of the SELLER to:

Peter T. Clark, Esq.
LAW OFFICES OF PETER T. CLARK, P.C.
200 Chauncy Street, Suite 100
Mansfield, Massachusetts 02048
(508) 339-2211 - Telephone
(508) 339-3535 - Facsimile
Email: pclark@attorneyclark.com

in the case of the BUYER to:

or in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand, fax, electronic mail, or if so mailed, when deposited within the U.S. Postal Service, certified or registered, return receipt requested.

5. The BUYER acknowledges and agrees that the SELLER has not made any representations as to the condition, past, present or future of the premises and that the BUYER's have not relied on any representations of any person in arriving at BUYER's decision to purchase other than BUYER's inspection (which has not yet occurred) and the inspection and opinion of the inspector of the BUYER's choice. No warranties or representations are made by the SELLER and the BUYER's acknowledge and agree that they are buying the property and premises "as is" subject to BUYER's right to perform a home inspection when the property is completed and subject to all fixtures, structures and improvements being in the same condition as they currently exist and/or as they are to be constructed or installed pursuant to certain plans and specifications which are attached hereto.

6. The SELLER's obligation as to such appliances in the Unit or to be installed is limited only to having such appliances in working order as of the date of the closing with any warranty from the manufacturer assigned to the BUYER.

7. The SELLER and BUYER each represent that they have not dealt with any other real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any other real estate broker except the Brokers set forth in the main body of this Agreement. This provision shall survive delivery of the deed.

8. The BUYER and SELLER acknowledge that they have each separately been afforded the opportunity to confer with legal counsel of their own choice prior to signing this document.

9. BUYER shall have the right to an inspection prior to closing upon request to SELLER through SELLERs' agent. The home inspection period shall be for five (5) days following a written or verbal notice from the SELLER or SELLER's AGENT to the BUYER or BUYER's AGENT. At that time, BUYER may create a punch list of defective or incomplete items (punch list items). BUYER acknowledges, however, that SELLER will not agree to any holdbacks for any punch list item regardless of the cost to correct or complete. If BUYER is unwilling to accept the premises with outstanding punch list items, BUYER shall notify SELLER in writing within two (2) business days of the date of the last inspection and within said notice either (i) agree to reasonable extension of the closing date during which period SELLER will address and complete all punch list items or (ii) attempt to resolve all issues with SELLER in a manner satisfactory to both parties so that the closing can be confirmed or rescheduled. In the event that such an agreement cannot be reached, SELLER may extend the time of performance pursuant to Paragraph 8 of the main body of this Agreement or terminate the contract without recourse to either party. In the event BUYER chooses to terminate upon which all deposits, BUT NOT THE COSTS OF ANY CHANGE ORDER, shall be returned to BUYER. Nothing contained herein shall require SELLER to complete or repair unreasonable BUYER punch list requests.

At the time of the closing, the Premises are to be in new and cleaned condition, all personal property of the **SELLER** is to be removed and all appliances are to be in new condition.

10. This Agreement supersedes any and all other oral or written agreements made prior hereto by and between any or all of the parties hereto with respect to the transaction contemplated hereby, including, without limitation, any Offer to Purchase Real Estate and all of such prior agreements are hereby made void and without recourse to the parties hereto. In the event that any provision in this Addendum A conflicts with any provision in the main body of the Purchase and Sale Agreement, the terms of this Addendum control.

11. Unless otherwise provided for within this Agreement, the parties agree that the Premises shall be in conformance with the initialed and dated descriptions, specifications and plans which have been included within this Purchase & Sale Agreement (Agreement) or previously provided, which have been attached to this Agreement as Addendums, or which have been incorporated by reference within this Agreement. The BUYERS are purchasing the premises with the fixtures as currently installed or as

currently ordered for this premises, if any, as set forth in the attached specifications of this agreement. The SELLER shall deliver to the BUYER a temporary Certificate of Occupancy from the Town of Mansfield permitting the occupancy of this Unit premises at least 2 days prior to closing.

12. The BUYER shall be permitted access to the premises prior to the date of closing, only upon scheduling of a pre-arranged meeting with the Broker as SELLER's agent, and in the accompaniment of said Broker. BUYERS acknowledge and agree that a violation of this provision constitutes a material breach of this Purchase and Sale Agreement for which breach SELLER may terminate the contract and retain the deposit as liquidated damages. At any time when BUYER is present in the Unit or on the Premises surrounding the Unit, BUYER agrees to indemnify and hold harmless SELLER and SELLER's agents, contractors and sub-contractors for any injury that occurs to BUYER, BUYER's guests and anyone accompanying BUYER to or on the Premises.

13. The SELLER, or SELLER's duly authorized representative or Attorney shall sign all documents customarily required by BUYERS' lender in connection with obtaining mortgage financing, including but not limited to, the Settlement Statement, 1099 Form, UFFI Agreement, Smoke Detector Certification, Agreement to Reapportion Taxes, Mechanic's Lien Affidavit, etc.

14. The SELLER shall provide lender's attorney with a paid receipt for any final water and sewer charges due on the property at or before the closing.

15. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission), then such party agrees to make such payment as may be necessary to correct to error or omission. This paragraph shall survive the delivery of the deed.

DATE: _____, 2015

DATE: _____, 2015

**Crugnale Heron Crest, LLC, a Massachusetts
limited liability company**

BUYER:

By: Marco Crugnale, its Manager

BUYER:

Heron Crest Condominiums Mansfield, MA (1/2015)

1. FOUNDATION 10" thick foundation, 3000 p.s.i. concrete. Asphalt coating for dampproofing. 4" thick poured concrete basement floor.
2. FRAME Double 2X6 sill, Construction Grade 2X6 exterior framing, 2x4 interior partition framing.
3. SHEATHING & SUBFLOOR 7/16" OSB sheathing; 3/4" tongue & groove OSB sub-floor glued & nailed to minimize squeaks; 5/8" plywood roof deck. Tyvek vapor barrier applied to exterior walls before siding applied.
4. INSULATION Fiberglass Blanket with plastic vapor barrier per building code.
5. SIDING & TRIM Vinyl siding with corner boards and soffits to match existing units
6. ROOF 30 year Fiberglass / Asphalt architectural grade shingles installed over 15 lb. asphalt felt. Ice & Water Shield at eaves. Full-length ridge vent. White seamless aluminum gutters and downspouts.
7. STEP & DECK Concrete front steps/stoop. Deck or patio depending upon Unit and grade.
8. DOORS EXTERIOR FRONT: Insulated steel door REAR DOOR: Insulated steel door. INTERIOR: 6 panel Masonite colonist style doors.
9. WINDOWS Vinyl Double Hung style with Low-E Glass, tilt-in sash for easy cleaning. Screens provided for all living areas.
10. EXTERIOR PAINT Latex paint on doors and wood trim not otherwise covered by vinyl or aluminum coil.
11. INTERIOR WALLS Blueboard with skimcoat plaster. Smooth finish except swirl finish on ceilings and skip-trowel finish inside closets.
12. INTERIOR PAINT Latex 1 coat flat finish over primer on walls, semi-gloss bright white on wood trim.
14. KITCHEN CABINETS Choice of cabinets and granite counter tops from standard selections offered by Crugnale Properties.
15. KITCHEN SINK Stainless steel double bowl sink w/ lever faucet and sprayer.
16. APPLIANCES \$2,500 appliance allowance at Advantage Appliance, Mansfield, MA for gas stove, microwave hood and

dishwasher.

17. BATHROOM FIXTURES
White one-piece fiberglass bathtub/wall surround in main bath. White china elongated bowl water saving toilets and cultured marble drop-in basins in main and half baths. Choice of vanity cabinets from standard selections offered by Crugnale Properties.
18. FLOORING
Carpet allowance of \$25.00 per square yard for bedrooms and stairs and tile allowance of \$3.00 per square foot (material only) for kitchen and baths from Seller designated installers. White Oak Hardwood Flooring in living room with 3-coat polyurethane finish.
19. CLOSETS
Ample closets with vinyl coated shelving.
20. ELECTRICAL
100 amp electric service with circuit breakers, ample switches & outlets. Ceiling light fixtures as shown on plan. Cable TV wiring in bedrooms and living room, 1 telephone jack. Ventilation fans in all bathrooms. Smoke and carbon monoxide alarms on each floor and in all bedrooms.
21. LIGHTING FIXTURES
Switched outlets or ceiling light as determined by electrician. Six recessed lights over counter-tops in Kitchen, Vanity light strips over mirrors in bathrooms. Light fixtures at exterior doorways.
22. PLUMBING
PEX water lines, P.V.C. drain lines. Washer and electric dryer hook-ups.
23. HEATING & AIR CONDITIONING
Gas forced warm air heat. Electric Central Air Conditioning.
24. DOMESTIC HOT WATER
Gas hot water heater
25. SEWER & WATER
Municipal
26. LANDSCAPING
All disturbed areas within 30' of foundation walls will be loamed, raked, and hydroseeded. Shrubs with bark mulch.
27. DRIVEWAYS
Poured Concrete

The builder/seller reserves the right to change brand names and specification details at any time without notice. Dimensions are subject to change without notice. Quality materials and workmanship shall be used at all times.

CRUGNALE HERON CREST, LLC

HOMEOWNER'S LIMITED WARRANTY AGREEMENT

SELLER: Crugnale Heron Crest, LLC; 214 Rumford Avenue, Suite 102;
Mansfield, Massachusetts 02048

BUYER:

UNIT: 631 East Street, Unit _____, Mansfield, Massachusetts 02048

INTRODUCTION TO THE BUYER:

In consideration of the SELLER's agreement to sell the UNIT and the BUYER's agreement to purchase the UNIT, the SELLER hereby enters into this LIMITED WARRANTY AGREEMENT (hereinafter, "Limited Warranty") with the BUYER. This Limited Warranty hereby replaces and supersedes any warranty previously attached to the Purchase and Sale Agreement between the parties. As is indicated in this Limited Warranty, your home is warranted for substantial non-conformity for a period of one year, unless another time period is specified below, and there are exclusions for various items. In addition, to the extent certain items are separately warranted by a subcontractor, manufacturer, or supplier those warranties are hereby assigned to you and the responsibility will be that of the subcontractor, manufacturer, or supplier and not that of the SELLER. This Limited Warranty is designed to clearly differentiate the exclusions, defining the areas of responsibility of both the BUYER and the SELLER (or, in the alternative, the subcontractor, manufacturer, or supplier). To the extent applicable, only this Limited Warranty and the provisions hereof shall survive the delivery of the deed of the UNIT to the BUYER by the SELLER.

This Limited Warranty is extended to the BUYER only and is not transferable. Any and all obligations hereunder shall terminate if the UNIT is sold or ceases to be owner occupied.

This Limited Warranty shall apply only to such instances of non-conformity, which occur within one (1) year from the date of conveyance, unless another time period is specified below, which date shall be referred to as the "date of possession."

LIMITATION OF SELLER'S LIABILITY

The SELLER shall not be liable to any persons other than the BUYER, nor shall the SELLER be liable for any consequential damages or injury to persons or property. This Limited Warranty shall not apply in the case of defects or damage to the extent resulting from or aggravated by any neglect or failure on the part of the BUYER to properly maintain the unit in such manner as a reasonably prudent person would be expected to do, or to notify the SELLER within a reasonable period of time after the BUYER discover the non-conformity. There is no other warranty, express or implied, other than though specifically set forth herein. SELLER's liability is limited to repair or replacement of the defect, in the SELLER's sole and exclusive determination, and shall not include consequential damages.

COVERAGE OF SPECIFIC MATTERS:

Notwithstanding anything to the contrary in this Limited Warranty, the following matters are specifically warranted as follows:

1. Concrete Foundation, Concrete and Garage Slab Floors

It is not possible to prevent concrete from cracking because of the nature of the material. Cracking, pitting and flaking can occur and are not covered. Cracks do not impair the structural strength of the building. If water flows into the garage or basement from a crack in the concrete slab the SELLER will repair the crack. Damp walls and/or floors caused by condensation may occur in new construction and are not considered defective, therefore are not covered under this Warranty. If condensation occurs, SELLER recommends that the BUYER run a dehumidifier for a period of a minimum of 30 days upon moving into their UNIT, in order to remove any condensation, which may be a result of the construction process.

2. Roof

A water-tight roof under shingles is warranted for one (1) year. It is the responsibility of the BUYER to insure free passage in gutters and downspouts at all times. Gutters and downspouts, when installed are warranted for one (1) year from the date of possession against leaks and looseness, if homeowners properly maintain them. Damage, if any, caused by windblown rain or snow through roof, gable or soffit vents or louvers into attic space or by falling trees or tree limbs, will not be covered under this Warranty. Any damage to the roof caused by users of a roof deck shall be the responsibility of the Unit Owner in accordance with the Master Deed.

3. Mechanical Systems

A. Heating Systems.

The SELLER warrants that the heating system, as designed and installed, as follows: for a period of one (1) year from the date of possession, the heating system will maintain, in the original finished areas, heat in the Unit to a temperature of 68 degrees inside, as measured in the middle of the room at five feet above the floor, when the outside temperature is 0 degrees. Filters should be cleaned or changed monthly during the heating season. The burner should be cleaned and flues inspected yearly by the BUYER. Furnace pilots should be left on during the summer to insure a dry furnace. Noises made by ductwork expansion or contraction are normal and will not be covered under this warranty. Please contact your gas supplier for service policy information.

B. Air Conditioning System.

The SELLER warrants that the air conditioning system, as designed and installed, as follows: for a period of one (1) year from the date of possession, the air conditioning system will maintain, in the original finished areas, a thermostatically controlled environment 12 to 15 degrees cooler than the outside temperature. Temperatures are to be read as measured in the middle of the room at five feet above the floor. This warranty does not include the system or its parts which become defective through faulty operation, lack of routine maintenance or alteration by the BUYER or its agent. Normal maintenance functions, such as lubrication and replacement of filters shall be the BUYER'S sole responsibility. Noises made by the ductwork expansion or contraction are normal and are not covered under this Warranty.

C. Plumbing.

The SELLER warrants the plumbing system for a period of one (1) year from the date of possession, against defective workmanship or materials (only if supplied by SELLER). Blockage of bathroom fixtures or sewer lines will be corrected if it occurs within thirty (30) days from the date of possession, except that if, in the course of correcting a stoppage, foreign objects such as disposable diapers or other similar paper goods from the BUYER'S household are found within the system, to the extent that such foreign objects caused the stoppage, BUYER will pay the cost of any such repairs. Toilet adjustments, dripping faucets and/or loose fixtures occurring within one (1) year from

the date of possession shall be repaired by the SELLER. The BUYER must insure that the exterior faucets are drained and shut off inside when the outdoor temperature drops below 32 degrees. Any cracks, scratches, hairlines, or other defects to fiberglass showers and tubs will be repaired (not replaced) only if the SELLER is notified, in writing, within 24 hours of closing.

D. Electrical Systems.

The SELLER warrants the electrical system, excluding light bulbs, against defective workmanship or materials for a period of one (1) year from the date of possession, except where failure in the system is caused by improper operation, use or alteration caused by the BUYER or his agent. Ground fault plugs installed in locations required by Massachusetts Electrical code will burn out under improper use. SELLER will not repair or replace these plugs or circuits if they malfunction due to BUYER(S) misuse.

4. Interior Doors, including Hardware, Drawers, Windows, and Interior Finish.

The SELLER warrants interior doors against warping, sticking, or looseness for a period of one (1) year from date of possession. These items have a tendency to swell and shrink at different times of the year. Some may warp in winter and straighten in summer. Shrinkage and joint opening of doors and windows, baseboard, casings, and door panel moldings are not covered in this Warranty. Cabinetry, including drawers, doors and shelves, are covered by the warranty of the manufacturer or supplier.

5. Windows.

Windows are not 100% airtight, and cold air outside can set up moving air inside. The windows are warranted by and in accordance with their manufacturer's warranty.

6. Glass or Screen Breakage.

Breakage, which occurs after the date of possession, is not covered by this Warranty. BUYER must notify the SELLER in writing prior to conveyance of any such breakage to be covered by Warranty.

8. Exterior Doors.

The SELLER warrants exterior doors against warping over 1/8" for a period of one (1) year from the date of possession. Warping shall not be so great as to interfere with the normal opening, closing and locking of the doors.

9. Plaster and Wallboard.

The SELLER warrants that plaster screws will not protrude through the finish surface for a period of one (1) year from the date of possession. Hairline cracks and seams are not covered by this Warranty unless they represent structural failure. Any cracks in drywall or plaster caused by structural failure are covered for one (1) year from the date of possession. Repairs of plaster or wallboard may not completely blend with surrounding materials as it is almost impossible to match exactly the color and texture of the original surface. Repairs without charge will be limited to the problem area.

On skim coat plaster walls, hairline cracks are common and may be especially noticeable under windows or over doors. Only cracks greater than 1/8" in width will be repaired one (1) time only during the warranty period. Nail pops, seam lines, and tape blisters, and other blemishes may

occur and will not be repaired. Paint applied over repair areas may not match original paint color. The Warranty only covers repainting the area of the repair.

10. Ceramic Tiles.

Loose grouting or cracks are common due to normal shrinking and drying processes. SELLER will repair areas with missing or cracked grout one time only during the first one (1) year from the date of possession. SELLER will not be responsible for grout color mismatch, tile mismatch, or discontinuation of tile grout. Re-grouting is the Buyer's responsibility after one (1) year from the date of possession.

Occasionally tiles contain imperfections, which do not require service. The occurrences of scratches or cracked tile are not covered by this Warranty unless brought to the attention of the SELLER prior to the date of possession. It is the BUYER'S responsibility to replace loose tile, and grout to prevent penetration of moisture into floors and walls after the one (1) year period.

11. Hardwood Flooring:

Hardwood flooring which swells or buckles is covered for one (1) year from the date of possession, so long as such swelling or buckling is not caused by the spilling of water or use of water or a wet mop to clean the hardwood flooring. SELLER recommends that only a dry or static mop, e.g., Swifter, be used to clean hardwood flooring. Shrinkage and separation of floorboards is normal and is not covered. Raising the relative humidity in the dwelling can retard this.

12. Painting and Staining.

No interior paint nicks, dents, scratches, or other imperfections are covered unless the SELLER is notified in writing prior to the date of possession. Any touch-up work may cause a variance in color and the SELLER is not responsible for color variance. Normal fading of paint is not covered under this policy.

13. Soundproofing.

The SELLER makes no representations as to soundproofing of the interior or exterior walls and in regard to any sound as a result of plumbing pipes, fixtures or between units.

14. Exclusions from Coverage:

The SELLER does not assume responsibility for any of the following items, each of which is specifically excluded from this Warranty:

- A. Defects in appliances or pieces of equipment which are covered by manufacturer's warranties. As these have been assumed directly to you, each manufacturer's warranty claim procedures must be followed where a defect appears in any of those items.
- B. Damage due to ordinary wear and tear, abusive use or misuse or lack of proper maintenance of the dwelling or its component parts or systems.
- C. Defects which are the result of characteristics common to materials used, such as, but not limited to warping or deflection of wood; fading, chalking and checking of paint due to sunlight; cracks in concrete, due to drying and curling of concrete, plaster, brick or masonry,

and drying, shrinking and cracking of caulking and weather-stripping.

- D. Defects in items installed by you or anyone other than Seller or our subcontractors at our direction.
- E. Items installed by our subcontractors and not paid for through the SELLER are not warranted.
- F. Work done by you or anyone other than Seller or our subcontractors at our direction.
- G. Defects in items supplied by you.
- H. Loss or injury due to the elements.
- I. Conditions resulting from condensation on, or expansion or contraction of materials.
- J. Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.
- K. Insect damages.
- L. Bodily injury or damage to personal property.
- M. Loss or damage due to abnormal loading on floors by the BUYER, which exceeds design, loads as mandated by codes.
- N. Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.
- O. Any claims not filed in a manner set forth below in "Warranty Service."
- P. Squeaks in floors.
- Q. Paint applied over newly plastered interior walls.
- R. Consequential or incidental damages. Also loss or damage that BUYER has not taken timely action to minimize.
- S. Shower mats and curtains must be used in bath areas. SELLER does not cover damage caused by water splashed out from a tub.
- T. Shrinkage and separation of the hardwood flooring boards is normal and not covered.
- U. Mildew, mold or fungus.
- V. Security System (if applicable). The SELLER makes no warranties whatsoever in regards to any security system (if applicable) and/or smoke detectors. A security system in it self, does not guarantee that the house will never be burglarized, nor does it mean that the occupants will be completely safe. Smoke detectors and security systems must be properly maintained and serviced. Having a smoke detector does not guarantee that a fire will not happen nor that any occupants will escape without injury if a fire occurs.

In addition, the following defects will be corrected by the SELLER only (1) if they are substantial nonconformity, (2) if they resulted from the acts of the SELLER or its agents, and (3) if they are noted in writing at the time of the Pre-Settlement Inspection.

- a. Checks and twisting of studs, joints and beams;
- b. Crazing (hairline checking) in interior exposed beams and exterior plywood;
- c. Normal fading of paint;
- d. Shrinkage of joint opening of doors and window casings and other wood materials; and
- e. Normal occasional dents associated with installation of woodwork.
- f. Defects in the appearance of interior and exterior finished surfaces.
- g. Chipping of porcelain, tile, vitreous china and counter and vanity tops
- h. Torn or defective screens and/or storm windows
- I. Broken glass and mirrors
- j. Defects in siding, trim, or lighting fixtures
- k. Defects in appliance's finishes
- l. Loose screws, nuts, bolts and missing items

Any such defects (pertaining to the above paragraph) NOT noted in writing at the time of the walk through inspection will be the sole responsibility of the BUYER to correct.

15. Manufacturer's Warranties.

The SELLER hereby passes through and assigns to the BUYER any and all manufacturer's warranties on all appliances and equipment supplied by the SELLER in the dwelling. The SELLER does not warrant installation of any appliances.

Notwithstanding the discussion of certain specific materials, labor, and equipment set forth in this Warranty, and notwithstanding anything else to the contrary in this Warranty, this Warranty does not cover any material, labor, or equipment which is separately covered by a guaranty or warranty running from a manufacturer, supplier, or subcontractor, as the case may be, to the BUYER or to the SELLER and assigned to the BUYER or owners at or before the time of the delivery of the deed. The SELLER advises the BUYER that compliance with the conditions and procedures of the manufacturer's and supplier's warranties, which may be detailed and specific and which may vary among the different warranties, is the sole responsibility of the BUYER, as the case may be, and that failure to comply may result in loss of rights under said warranties.

16. Claims Procedure.

If a defect should appear, which you think is covered by this Warranty; you must notify us promptly in writing by filling out a repair request on a Warranty Request Form. If delay will cause additional damage (plumbing leak, etc.), telephone us. **Only emergency reports will be taken by telephone.** The SELLER shall begin performing the obligations of the Warranty within a reasonable time of the SELLER'S receipt of a fully executed Warranty Request Form and will diligently pursue these obligations, subject to unavoidable delays.

17. Performance of Corrective Work.

The SELLER or its agents shall perform all corrective work undertaken pursuant to this Warranty. The BUYER must cooperate by being available during normal working hours and agree to provide reasonable access to the UNIT for the corrective work to be done. Except for emergency repairs, the SELLER'S responsibility will be to schedule the corrective work within a reasonable period of time after receipt of notice thereof. The BUYER further agrees to schedule work directly with subcontractors when directed by SELLER. The BUYER agrees to provide the presence (during

work) of a responsible adult who has the authority to approve the repair and sign an Acceptance of Work Form, upon completion of repair. For purposes hereof, "emergency repairs" are those necessary to repair situations, which are injurious to health or may cause substantial property damage. The SELLER shall not be liable or responsible for any corrective work performed by others or for the cost thereof.

18. Severability.

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

19. Remedies and Limitations.

The BUYER understands that the sole remedies under this Limited Warranty Agreement are the repair and replacement of the defective item or condition as set forth herein. BUYER acknowledges that there is no right to recover or request compensation from the SELLER, BUILDER, GENERAL CONTRACTOR, SUBCONTRACTOR or BROKER and that the SELLER shall not be liable for:

- 1) Incidental, consequential, secondary, or punitive damages;
- 2) Damages for aggravation, mental anguish, emotional distress, or pain and suffering;
- 3) Attorney's fees or costs

20. Arbitration.

Any controversy of claim arising out of or relating to the Purchase and Sale Agreement (including but not limited to execution, compliance, default and enforcement of all terms, conditions and obligations, or breach thereof, construction of the dwelling, punch lists or other agreements executed by the parties modifying or amending the Purchase and Sale Agreement and the exhibits attached there to and this Limited Warranty Agreement, or breach thereof), shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules provided by Construction Dispute Resolution Services (CDRS) or the Real Estate Bar Association of Massachusetts (REBA). This agreement to arbitrate shall be pursuant to Massachusetts General Laws Chapter 251. Both parties agree, in the event of a controversy, that the dispute shall be submitted to one (1) arbitrator, who is knowledgeable of residential construction and design, such as a General Contractor or Architect, selected pursuant to the CDRS or REBA rules. The hearing shall take place within thirty (30) days of the submittal, with the hearing to take place in one twenty-four (24) hour period and the decision by the arbitrator is to be rendered within Seventy-two (72) hours of the hearing. The decision and award by the arbitrator will be conclusive and binding on the parties. Any judgment upon the awarded rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement and with CDRS or REBA and shall be made within a reasonable time after the dispute has arisen, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.

The location of the arbitration proceedings shall be at the office of CDRS or REBA Arbitrator nearest the UNIT or at the office of the SELLER.

Before Arbitration procedures commence the owners must allow the SELLER an opportunity to correct, repair, or replace any problems or defects.

In the event of any dispute over the standard or type of repair to be used by SELLER under this Limited Warranty Agreement, the then current version of the Residential Construction Performance Guidelines published by the National Association of Homebuilders shall control.

The Arbitrator's decision shall be limited to whether, if and how a repair shall be made under this Limited Warranty Agreement. The Arbitrator shall be barred from awarding financial, punitive and consequential damages, including but not limited to costs and/or attorney's fees.

The party seeking arbitration shall bear the full cost of arbitration.

21. Survivability.

This Limited Warranty Agreement is a separate, legally binding contract made between the BUYER and SELLER in consideration for the BUYER's purchase of the UNIT from the SELLER. This Agreement and the provisions thereof, in their entirety, shall survive delivery of the deed.

Witness our hands and seals to this Limited Warranty Agreement as of this _____ day of _____, 2015.

CRUGNALE HERON CREST, LLC – SELLER

By: _____
Marco Crugnale, its Manager, and not individually

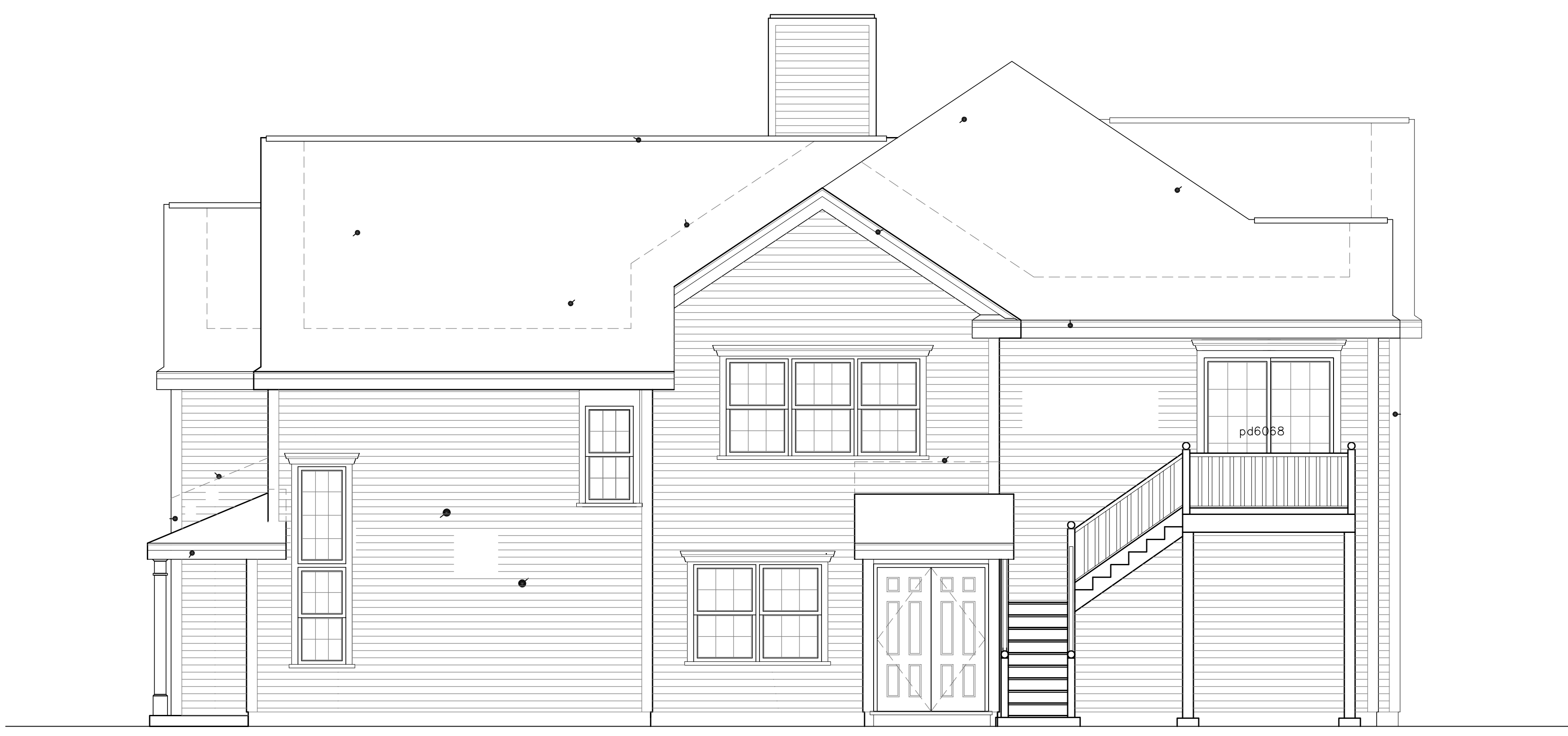
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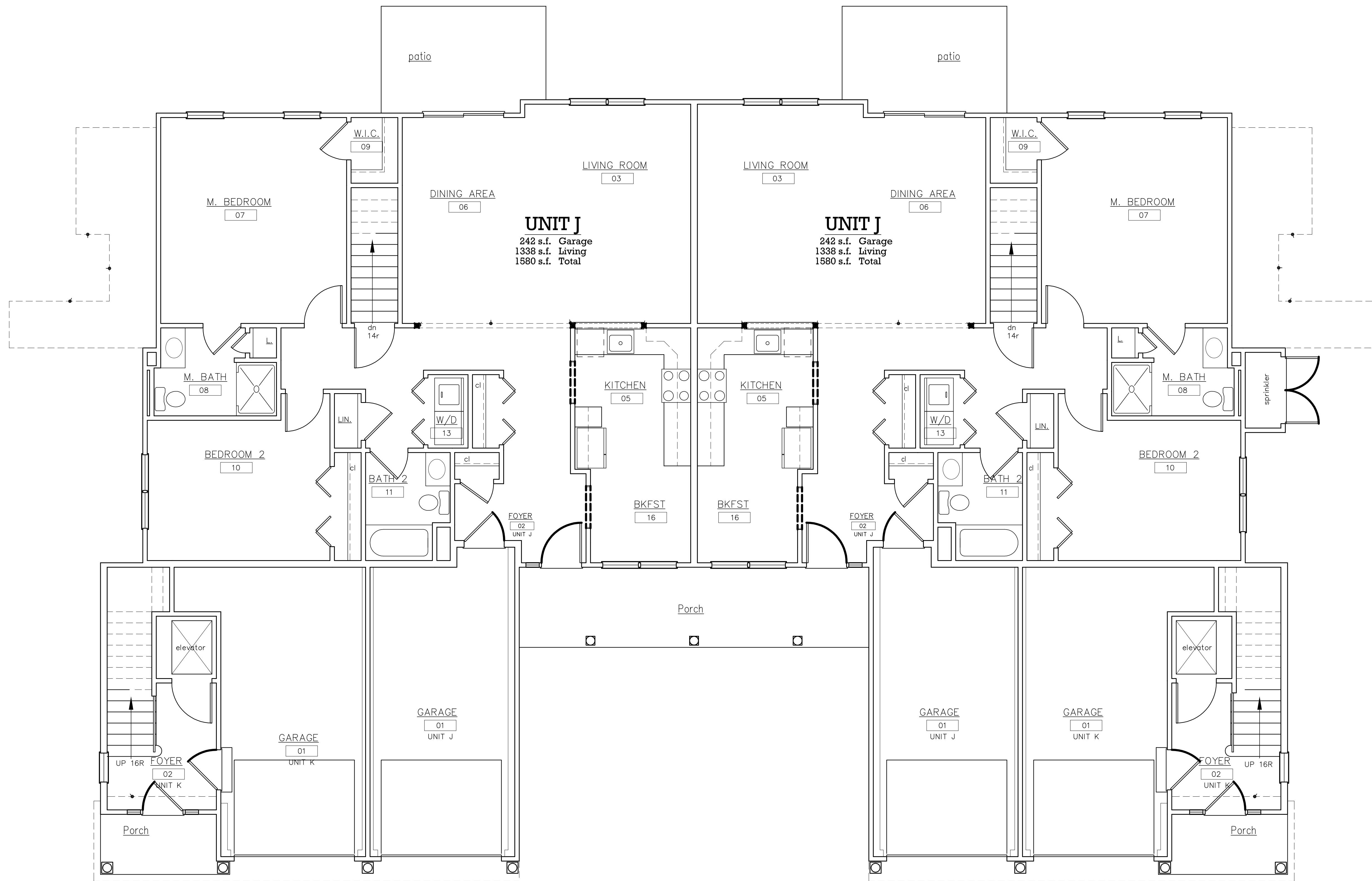
front elevation

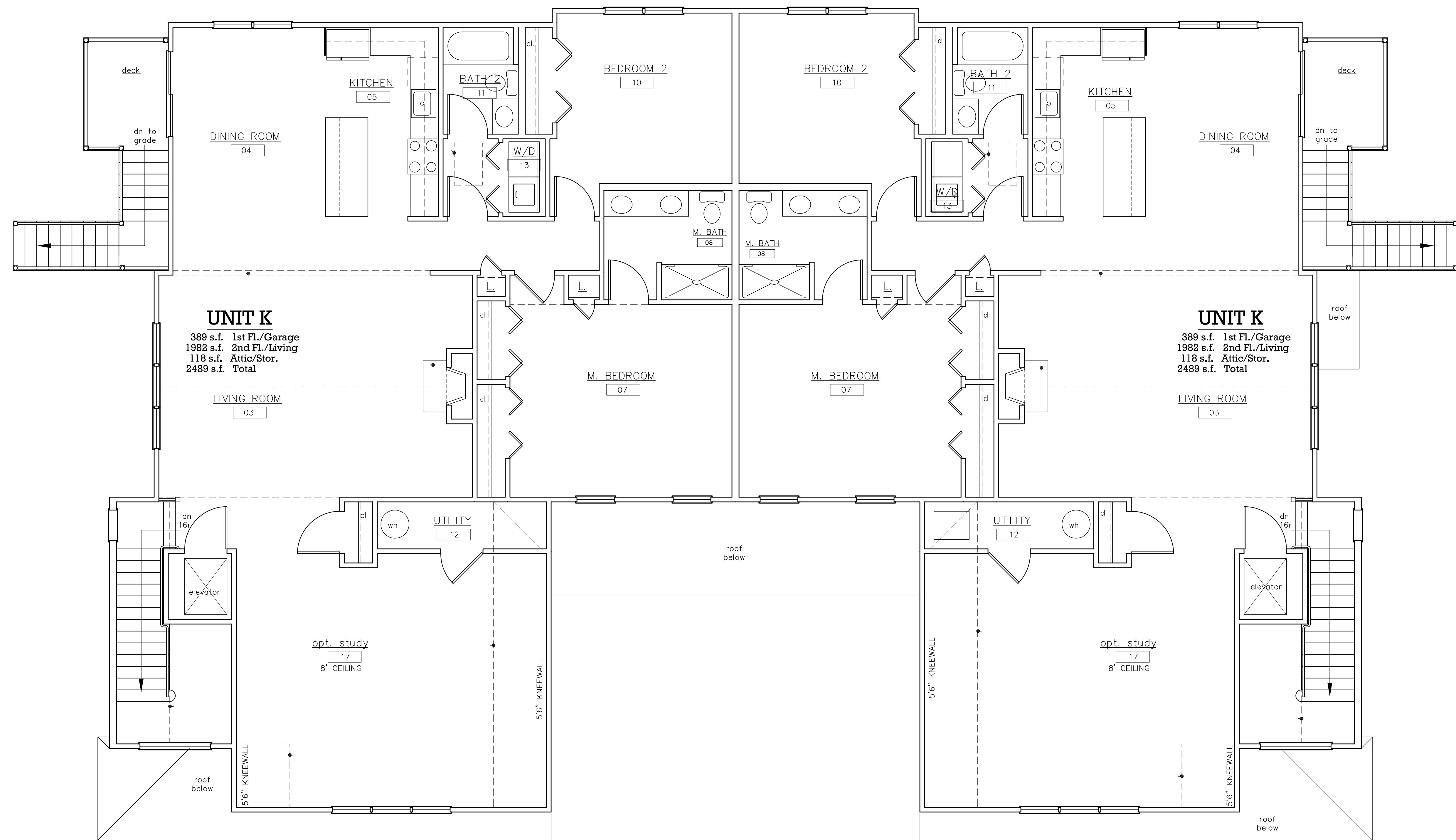
1/4" = 1'-0"



right side elevation

1/4" = 1'-0"





second floor plan (4 unit building)
1/4" = 1'-0"